

RECORD REPRODUCTION COVER SHEET

The attached records are:

Releasable to the Public

☒

Denied to the Public

☐

Subject:

#F33657-97-D-2013

FOIA Control Number:

03-234MA

Date Reproduced:

FREEDOM OF INFORMATION ACT (FOIA) RESPONSE AND INVOICE

REQUEST DATE <div style="text-align: center;">20030320</div>	REQUEST NUMBER <div style="text-align: center;">03-234MA</div>
TO GKN Chem-tronics Attn: Bennie Thurman 1550 N. 105 East Ave Tulsa, OK 74116	FROM 88 CG/SCCMF (FOIA Office) Building 676 Rm 150 2435 5th Street Area B Wright-Patterson AFB OH 45433

1. REQUESTED RECORDS

<input type="checkbox"/> COMPLETELY RELEASED	<input checked="" type="checkbox"/> PARTIALLY RELEASABLE
--	--

☒ DOCUMENTS ARE ATTACHED

☐ DOCUMENTS WILL BE FORWARDED ON RECEIPT OF PAYMENT

☐ DOCUMENTS MAY BE VIEWED AT THIS LOCATION (Please call for an appointment)

☐ TIME EXTENSION IS REQUIRED BECAUSE

☐ ALL OR PART OF THE REQUESTED RECORDS ARE NOT AT THIS LOCATION

☐ VOLUMINOUS RECORDS MUST BE COLLECTED AND REVIEWED

☐ RECORDS ARE BEING REVIEWED BY ANOTHER AGENCY FOR POSSIBLE RELEASE

☐ WE HOPE TO PROVIDE A FINAL DECISION BY

2. THE COSTS OF PROVIDING THESE DOCUMENTS ARE INDICATED BELOW

REQUEST ACTIONS	RATE	MATERIAL	TIME	COST
SEARCH (Hourly)	\$20.00		1.00	\$20.00
REVIEW (Hourly)	\$44.00		1.00	\$44.00
COPY (Page)	\$0.15	216		\$32.40
COMPUTER MACHINE TIME (Hourly)				
COMPUTER OPERATOR TIME (Hourly)				
COMPUTER TAPES				
OTHER				
TOTAL AMOUNT DUE				\$96.40

3. Send your check or money order payable to "US DEPARTMENT OF TREASURY " with a copy of this invoice within 30 days.
(Future requests will not be processed until payment is received.)

3A. MAIL TO
 88 CG/SCCMF (FOIA)
 2435 5th Street, Rm 150
 Wright-Patterson AFB OH 45433-7802

4. THIS ACKNOWLEDGES RECEIPT OF YOUR CHECK OR MONEY ORDER FOR PAYMENT OF REQUESTED DOCUMENTS

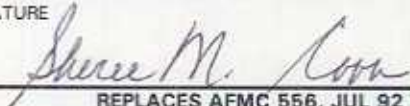
NUMBER	DATE	AMOUNT
--------	------	--------

5. ALL OR PART OF THE INFORMATION YOU REQUESTED IS NOT AVAILABLE AT THIS INSTALLATION. WE HAVE FORWARDED YOUR REQUEST TO THE FOLLOWING LOCATION FOR ACTION WITH DIRECT RESPONSE TO YOU.

6. COMMENTS

Attached:
 1-FOIA Request
 2-Released Records
 Point of Contact is Mary Ann Walter (937) 904-8187

7. FREEDOM OF INFORMATION ACT MANAGER

NAME AND PHONE SHEREE M. COON (937) 904-8207	SIGNATURE 	DATE 10 Jun 03
--	---	-------------------



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 88TH AIR BASE WING (AFMC)
WRIGHT-PATTERSON AIR FORCE BASE OHIO

JUN 05 2003

88 ABW/JA
5135 Pearson Road RM 129
Wright-Patterson AFB OH 45433-5321

GKN Chem-tronics
ATTN: Mr. Bennie Thurman
1550 N. 105 East Ave
Tulsa, OK 74116

Dear Mr. Thurman,

This is in response to your 20 March 2003 Freedom of Information Act (FOIA) request. The FOIA control number assigned to your request is 03-234MA.

The records you have requested are partially exempt from disclosure. Specifically, some sections you requested contain commercial and financial information that the Government received with the understanding that the information will be retained on a privileged or confidential basis in accordance with the customary handling of such records. Release of this information would likely cause substantial harm to the competitive position of the source providing the information; impair the Government's ability to obtain the necessary information in the future; or impair some other legitimate Government interest. **The authority for this exemption can be found in the United States Code, Title 5, Section 552 (b)(4).**

If you decide to appeal this decision, write to the Secretary of the Air Force within 60 calendar days from the date of this letter. Include in the appeal your reasons for reconsideration and attach a copy of this letter. Address your letter as follows:

Secretary of the Air Force
THRU: 88 CG/SCCMF
Bldg 676, Area B
2435 5th Street Rm 150
Wright-Patterson AFB OH 45433-7802

Sincerely


MICHAEL L. COLOPY, Colonel, USAF
Staff Judge Advocate

Attachments
1. Initial Request
2. Released Documents
3. Invoice

Kane Lynn C Civ 88 CG/SCCM

From: Thurman, Bennie [BLT@chem-tronics.com]
Sent: Friday, March 21, 2003 2:08 PM
To: Kane Lynn C Civ 88 CG/SCCM
Subject: 03-234MA clarified, F33657-97-D-2013

Yes Plz

-----Original Message-----

Final Clarification
From: Kane Lynn C Civ 88 CG/SCCM [mailto:Lynn.Kane@wpafb.af.mil]
Sent: Friday, March 21, 2003 12:57 PM
To: Thurman, Bennie
Subject: RE: FOIA Request 03-234MA for F33657-97-D-2013

Bennie,
So, you just want copy of F33657-97-D-2013?
Lynn

-----Original Message-----

From: Thurman, Bennie [mailto:BLT@chem-tronics.com]
Sent: Friday, March 21, 2003 1:52 PM
To: Kane Lynn C Civ 88 CG/SCCM
Subject: RE: FOIA Request 03-234MA for F33657-97-D-2013

O. P. R. ASC/LPK
CONTROL # 03-234MA
DUE DATE 24 APR 2003

Lynn,

The Class code was 28

One of the references we found, showed the award date as May 8 2002.

The Contract number is correct. A Copy of the contract is what we are seeking.

Thanks

Bennie

Bennie L. Thurman
Regional Sales Manager
GKN Aerospace Chem-tronics
Ph: 918-835-9322
BLT@Chem-tronics.com
WWW.Chem-tronics.com

-----Original Message-----

From: Kane Lynn C Civ 88 CG/SCCM [mailto:Lynn.Kane@wpafb.af.mil]
Sent: Friday, March 21, 2003 12:41 PM
To: Thurman, Bennie
Subject: RE: FOIA Request 03-234MA for F33657-97-D-2013

Dear Mr. Thurman,

We received your Freedom of Information Act (FOIA) request dated 20 March 2003 for F33657-97-D-2013 on 21 March 2003.

We need your clarification. What does the number "28" and the date "May 8, 2002" signify?

The contract number is correct, and the title is correct, but our records

*Receipt to Requester A
need
clarification*

show that the actual award date of the contract is 25 September 2000. Do you want a particular amendment or modification? Please respond to this email and let me know, so that we may respond to your request.

The FOIA Control number assigned to your request is 03-234MA. Point of contact is myself at (937) 904-8189 or email me directly.

Lynn Kane

Freedom of Information Act (FOIA) Analyst

Management Services Branch

Base Information Management Division

Wright-Patterson Air Force Base

WPAFB Nonpublic FOIA Website: <https://www.asc.wpafb.af.mil/foia/default.htm>

WPAFB Public FOIA Website: <http://www.wpafb.af.mil:15000/>

> ' voice: (937) 904-8189 DSN 674-8189

> 7 fax: (937) 656-4212 DSN 986-4212

> * email: Lynn.Kane@wpafb.af.mil

>

>

-----Original Message-----

From: BLT@Chem-tronics.com [mailto:BLT@Chem-tronics.com]

Sent: Thursday, March 20, 2003 3:02 PM

To: WPAFB.FOIA@wpafb.af.mil

Subject: FOIA Request 03-234MA

Company Name: GKN Chem-tronics

Name: Bennie Thurman

Address: 1550 N. 105 East Ave

City: Tulsa

State: OK

Zip: 74116

Phone: 918 835 9322

FAX: 918 835 0026

E-mail address: BLT@Chem-tronics.com

Description:

Contract F33657-97-D-2013,

28 --- 220E Engine Upgrade Program

Award Date May 8, 2002

Yes, I am willing to pay fees assessed for this request

~~[Disclaimer]WARNING- This document may contain technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., SEQ 2751 ET SEQ) or the Export Administration Act (Title 50, U.S.C., APP 2401-2420).~~

~~Violations of these export laws are subject to severe criminal penalties.~~

~~This e-mail is strictly confidential and intended solely for the addressee.~~

~~It may contain information which is covered by legal, professional, or other~~

~~privilege. If you are not the intended addressee you must not use, disclose,~~

~~or copy this transmission. This E-mail is not intended to impose nor shall~~

~~it be construed as imposing any legally binding obligation upon GKN~~

~~Aerospace Chem-tronics Inc. and/or any of its subsidiaries or associated~~

~~companies. Neither GKN Aerospace Chem-tronics Inc. nor any of its~~

~~subsidiaries or associated companies gives any representation or warranty as~~

~~to the accuracy or completeness of the contents of this E-mail. GKN~~

~~Aerospace Chem-tronics Inc. shall not be held liable to any person resulting~~

~~from the use of any information contained in this E-mail and shall not be~~

~~liable to any person who acts or omits to do anything in reliance upon it~~

~~[Disclaimer]WARNING- This document may contain technical data whose export~~

~~is restricted by the Arms Export Control Act (Title 22, U.S.C., SEQ 2751 ET~~

~~SEQ) or the Export Administration Act (Title 50, U.S.C., APP 2401-2420).~~

~~Violations of these export laws are subject to severe criminal penalties.~~

~~This e-mail is strictly confidential and intended solely for the addressee.~~

~~It may contain information which is covered by legal, professional, or other~~

~~privilege. If you are not the intended addressee you must not use, disclose,~~

~~or copy this transmission. This E-mail is not intended to impose nor shall~~

Willing to Pay
←

has
nothing
to
do with
FOIA
Request

it be construed as imposing any legally binding obligation upon GKN Aerospace Chem-tronics Inc. and/or any of its subsidiaries or associated companies. Neither GKN Aerospace Chem-tronics Inc. nor any of its subsidiaries or associated companies gives any representation or warranty as to the accuracy or completeness of the contents of this E-mail. GKN Aerospace Chem-tronics Inc. shall not be held liable to any person resulting from the use of any information contained in this E-mail and shall not be liable to any person who acts or omits to do anything in reliance upon it.

has nothing to
do w/ FCIM
request

Memorandum of Agreement
Comprehensive Small Business Subcontracting Plan

F33657-97-D-2013
Section J Attachment 3
Page 1

Pratt & Whitney
Government Engine & Space Propulsion
P.O. Box 109600
West Palm Beach, FL 33410-9600


The Effective date of this plan is:

October 1, 1996 through September 30, 1997


Prepared by:


D. J. Perez
Small Business Liaison

Reviewed by:


W. A. Bouchard
Manager Materials Management

Approved by:


J. P. Balaguer
President

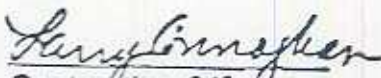
This plan has been prepared pursuant to Section 834 of the National Defense Authorization Act for Fiscal Years 1990 and 1991 as extended by Section 7103 of the Federal Acquisition Streamlining Act of 1994.

Agency Approval:

This Comprehensive Small Business Subcontracting Plan has been reviewed and approved by the Administrative Contracting Officer, DPRO Pratt & Whitney GESP.

The plan is to be used on all Department of Defense contracts in accordance with DFAR 252.219-7004.

Approved by:


Contracting Officer

Date:

10/16/96

F33657-97-D-2013
Section J Attachment 3
e 2

**PRATT & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997**

TABLE OF CONTENTS

1. Introduction
2. Definitions
3. Background
4. Policy
5. Implementation
6. Small Business and Small Disadvantaged Business Status
7. Administration of the Plan
8. P&W GESP Goals
9. Two Industry Categories for Development
10. Methods of Developing Goals
11. Description of Supplies to be Subcontracted
12. Identification and Development of Potential Sources
13. Efforts to Publicize Subcontract Opportunities
14. Subcontract Flowdown Provisions
15. Records
16. Mentor-Protégé Program
17. Historically Black Colleges and Universities and Minority Institutions
18. Make-or-Buy Decisions
19. Submission of Required Reports
20. Air Force Comprehensive Program Thrusts for FY97
21. Completion of Test Program

F33657-97-D-2013
Section J Attachment 3
Page 3

PRATT & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997

1. INTRODUCTION

Pratt & Whitney Government Engine & Space Propulsion (hereinafter referred to as P&W GESP) is pleased to participate in the Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans. Under the Test Plan P&W GESP will be able to focus its resources on substantively increasing subcontracting opportunities for small and small disadvantaged business.

This Comprehensive Small Business and Small Disadvantaged business Subcontracting Plan (hereinafter referred to as the "Plan") has been developed in accordance with the provisions of Section 834 of Public Law 101-189, the National Defense Authorization Act for Fiscal Years 1990 and 1991 as extended by Section 7103 of the Federal Acquisition Streamlining Act of 1994.

The Plan is further developed in compliance with the requirements established in Public Law 95-507, Amendments to the Small Business Investment Act of 1978, with Public Law 100-656, Business Opportunity Development Reform Act of 1988, and 10 USC 2323, Contract Goals for Small Disadvantaged Businesses and Certain Institutions of Higher Education. The Plan is also designed in accordance with applicable parts of the Federal Acquisition Regulations including the Department of Defense Supplement (DFARS).

Under this Plan, P&W GESP will enhance its total overall small business subcontracting program by being able to improve the focus of resources in the development of Small and Minority Business. The Plan also establishes specific goals and timetables for awarding subcontracts in two industry categories which have historically not been made available to small disadvantaged businesses.

2. DEFINITIONS

As used throughout the Plan, the following terms have the definitions indicated below:

"Small business" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.

"Historically black colleges and universities" means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.23.

"Minority institutions" means institutions meeting the requirements prescribed by the Secretary of Education at 34 CFR 607.2. The term also includes any nonprofit research institution that was an integral part of a historically black college or university before November 14, 1986.

"Small disadvantaged business" means a small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by one of these entities, that has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and that meets the requirements of 13 CFR 124. P&W GESP presumes that socially and economically disadvantaged

F33657-97-D-2013

Page 4

PRATT & WHITNEY GESP F33657-97-D-2013
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN Page 3
FISCAL YEAR 1997 Page 5

continues to be used and improved after 30 years of in-flight service for the nation's space launch program. Recently, the newest model of the RL10 powered an experimental model of the General Dynamics "Delta Clipper," a space launch vehicle that was able to take off, maneuver in flight and return

4. POLICY

In furtherance of the policy of the U.S. Government to facilitate participation in Government contracting by small business concerns and small disadvantaged business concerns, it is the policy of P&W GESP to afford small business concerns, small disadvantaged business concerns and women-owned businesses maximum practicable opportunity to compete for and furnish materials and services required by P&W GESP in the performance of government programs.

5. IMPLEMENTATION

Implementation of the foregoing policy is detailed in P&W GESP Management Directives, and Materiel Management Policies and Procedures. Such Policies, Directives and Procedures are reviewed at least annually and modified as necessary to maintain compliance with all applicable Public Laws and regulatory requirements.

6. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS STATUS

P&W GESP requires subcontractors to certify as to their status as a large business, small business, small disadvantaged business, or woman-owned business. Additionally, P&W GESP requires new subcontractors to make such certification prior to receipt of the first purchase order. P&W GESP relies in good faith on the certifications provided by subcontractors and prospective subcontractors. P&W GESP provides notice to subcontractors, similar to that in the solicitation provision of FAR 52.219-1, concerning penalties for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining subcontracts.

7. ADMINISTRATION OF THE PLAN

To ensure maintenance and optimum improvement in the high performance standards which apply to all contracts being performed by P&W GESP, an administrative organization has been established and given the responsibility of ensuring that small business, small disadvantaged, and woman-owned businesses are given maximum practicable opportunities to participate in P&W GESP contracts, consistent with the efficient performance of such contracts.

The P&W GESP Small Business Liaison Officer is responsible for directing the Company's efforts to assure that the policy described in Section 4 is fully carried out.

Small Business Liaison

Mr. Diego J. Perez
Pratt & Whitney, GESP
P.O. Box 109600
West Palm Beach, FL 33410-9600
Telephone: (407) 796-6916
Facsimile: (407) 796-7469 or 7463

PRATT & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997

F33657-97-D-2013

Section J, Attachment 3

Page 6

The Small Business Program Administrators primary responsibilities are to:

- (a) Administer all aspects of the Comprehensive Test Plan including: (1) development of annual goals for small business concerns, small disadvantaged business concerns and the two industry categories identified in the Plan; (2) cooperation with Government personnel in connection with any periodic conducted in connection with the plan.
- (b) Implement special P&W GESP initiatives regarding Historically Black Colleges and Universities/Minority Institutions (HBCU/MI) and Women-Owned Business Concerns.
- (c) Develop subcontract plans including percentages and goals for participation of small business and small disadvantaged business concerns as requested by the contracting officer for non-Department of Defense contracts, proposals, and modifications with a value of \$500,000 or more where the proposed effort offers subcontracting possibilities.
- (d) Work directly with and advise all branches of P&W GESP and the Corporation on any areas relating to small business, small disadvantaged business, women-owned business, and labor surplus area utilization.
- (e) Issue policy memorandums and internal operating instructions relative to implementation requirements of Public Law 95-507, other relevant public laws, and applicable implementing regulations.
- (f) Participate in the establishment of Company-wide goals and objectives and provide monthly management visibility on progress toward goal accomplishment.
- (g) Conduct training of P&W GESP personnel.
- (h) Provide assistance and counsel to small business, small disadvantaged business and women-owned business concerns regarding subcontracting opportunities and P&W GESP procurement procedures with respect to such matters as bid preparation, quality requirements, schedule requirements, availability of progress payments, and assistance with understanding and complying with contractual requirements.
- (i) Establish, monitor and control reporting for P&W GESP management, procurement personnel, corporate personnel, and Government agencies.
- (j) Compile and maintain source directories on current potential small business, small disadvantaged business, and woman-owned business concerns to aid procurement personnel in locating and contracting with such concerns.
- (k) Represent P&W GESP in matters relating to the small business subcontracting program with cognizant Government agencies including components of the

PRATT & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997

F33657-97-D-2013

Section 3
Page 7

Department of Defense, NASA, and the Small Business Administration, as well as state and local agencies, local Chambers of Commerce, national and regional purchasing councils, the Minority Business Development Agency (MBDA), and other organizations.

- (l) Cooperate with local Small Business Administration representatives with respect to periodic reviews and/or opportunity referrals.
- (m) Assure that small business, small disadvantaged, and women-owned business concerns are given consideration in make-or-buy decisions.
- (n) Participate and/or sponsor programs providing training and business related information to small business, small disadvantaged business, and women-owned business concerns. Actively involve HBCU/MI's in this effort.
- (o) Coordinate Small and Small Disadvantaged Subcontracting Program with Mentor-Protégé Program Manager to ensure minority business community awareness.

8. P&W GESP GOALS

The P&W GESP percentage and dollar goals for awards to small business, small disadvantaged business and women-owned businesses are as follows:

	FY96	FY96	FY97
	Goal	Actual	Goal
Estimated Total Subcontracts	\$90,000,000	\$101,344,290	\$100,000,000
Total Subcontracts To Small Businesses	\$36,000,000 40.0%	\$55,739,359 55.0%	\$53,000,000 53.0%
Total Subcontracts To Small Disadvantaged Businesses	\$4,500,000 5.0%	\$8,280,887 8.1%	\$6,200,000 6.2%
Total Subcontracts To Small Woman-Owned Businesses	\$4,500,000 5.0%	\$9,906,454 9.8%	\$8,200,000 8.2%

F33657-97-D-2013
Section J Attachment 3
Page 8

PRATT & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997

9. TWO INDUSTRY CATEGORIES FOR DEVELOPMENT

P&W GESP has selected two industry categories for the Test Program which have been historically underutilized at P&W GESP for subcontracting by small disadvantaged business concerns. The specific dollar and percentage goals for the selected two categories are as follows for the Test Program.

Categories	FY97	Goal	Dollars
Temperature & Pressure Sensors For Engine Control Systems	\$3,500,000	30%	\$1,050,000
Electronic Cabling For Engines	\$1,750,000	25%	\$437,500

(Note: The two industry categories selected are tied directly to our two DOD approved Mentor-Protégé Programs)

Any subcontract awards made to small disadvantaged business concerns under this provision count towards attainment of the overall small business and small disadvantaged business goals established in the preceding section.

10. METHODS OF DEVELOPING GOALS

This Plan includes goals for subcontracting with small business and small disadvantaged business concerns and women-owned Business. Goals are expressed in both percentages and dollars of the total amount estimated to be subcontracted. Goals are established based on the nature of contractual requirements and the availability of qualified sources, with due regard to satisfying the requirements of P&W GESP contracts. The small disadvantaged business goals for the two industry categories were established based on the nature of contractual requirements, the availability of qualified sources, and analysis of future business trends on military programs.

The specific goals contained in the Plan were developed by analysis of historical performance on continuing programs, together with an estimate of future business. Trends toward increasing participation in subcontracting by small disadvantaged business concerns are also factored into the goals.

Indirect costs were used in formulating the goals. The indirect portion of the goals are calculated based on an estimate of the indirect costs applicable to the planned subcontracting effort considering historical small business and small disadvantaged business and women-owned business participation in subcontracted materials and services which are charged as indirect costs allocable to U.S. Government contracts under P&W GESP's cost accounting system.

11. DESCRIPTION OF SUPPLIES TO BE SUBCONTRACTED

As a major manufacturer of aircraft engines and source for aerospace research and development, P&W GESP places subcontracts for a wide variety of goods and services to support on-going programs.

F33657-97-D-2013
Section J Attachment 3
Page 9

**PRATT & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997**

The principle types of goods and services to be subcontracted to all subcontractors include the following: Electronic cabling, temperature/pressure sensors, raw material, castings, forging, plastics, chemicals, coatings, electrical components, electronic components, fasteners, factory support items including computer hardware and software, fuels, oils, paper products, janitorial services, sheet metal fabricated parts.

12. IDENTIFICATION AND DEVELOPMENT OF POTENTIAL SOURCES

P&W GESP maintains source directories for small business, small disadvantaged business and women-owned business concerns. These directories are supplemented through information shared by the entire P&W GESP organization.

Source listing from the following sources are used to the maximum practicable extent to assure that small business, small disadvantaged business, and women-owned business concerns are identified as potential sources: the Procurement Automated Source System (PASS) of the Small Business

Administration, the Aerospace Industries Association Database, Try Us Directory, the National Minority Purchasing Council and its Regional Purchasing Councils, in Minority Business Development Agency in the Department of Commerce, Minority Business Development Centers, and Various chambers of commerce. Source listings are also obtained from various industries and trade organizations.

P&W GESP representatives regularly attend and actively participate in Federal Procurement Conferences, trade fairs, corporate meetings, industry conferences, seminars and related functions to seek new small business, small disadvantaged business, and women-owned business sources.

P&W GESP directives and procedures emphasize that special effort is to be expended in seeking small business, small disadvantaged business, and women-owned business concerns qualified to furnish subcontracted materials and services. This effort includes assistance in every reasonable manner to develop new small business, small disadvantaged business, and women-owned business sources.

13. EFFORTS TO PUBLICIZE SUBCONTRACT OPPORTUNITIES

P&W GESP publicizes prospective subcontract opportunities by participating in Federal procurement conferences, trade fairs, industry conferences and related functions and presentations to local organizations such as chambers of commerce, regional minority purchasing councils and small business development centers.

14. SUBCONTRACT FLOWDOWN PROVISIONS

P&W GESP includes the following provisions in all purchase orders and subcontracts issued in support of U.S. Government contracts, except where such inclusions is exempted by the terms of the affected clause:

FAR 52 219-8 Utilization of Small Business Concerns. (Applicable to all purchase orders and subcontracts over \$10,000 issued in support of government contracts except for purchase orders and subcontracts for personal services or purchase orders and subcontracts which, including all lower-tier subcontracts, will be performed entirely outside of any State, territory, or possession of

PRATT & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997

F33657-97-D-2013
Section J Attachment 3
Page 10

the United States, the District of Columbia, and Commonwealth of Puerto Rico).

FAR 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan. (Applicable to all purchase orders and subcontracts which are issued in support of government contracts, which offer further subcontracting opportunities and which exceed \$500,000 (\$1,000,000 if for the construction of any public facility). DFARS 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts). (Applicable to all purchase orders and subcontracts issued in support of government contracts).

For purchase orders and subcontracts issued under contracts subject to the Defense Acquisition Regulation (DAR), the DAR equivalents of the foregoing clauses are used. For all purchase orders and subcontracts to which FAR 52.219-9 applies, P&W GESP requires the subcontractor to furnish to P&W GESP a plan similar to this Plan which meets the requirements of FAR 52.219-9.

15. RECORDS

P&W GESP maintains records to demonstrate that its policies and procedures have been implemented, to track performance, and to assure compliance with the requirements and goals reflected by the subcontract plan. Such records includes the following:

- (a) Small business, small disadvantaged business, and women-owned business source lists, guides and other data which enable procurement personnel to identify, develop and provide bid opportunities to such concerns.
- (b) Records of efforts to obtain and utilize small business, small disadvantaged business and women-owned business concern sources through contacts with Government and industry organizations.
- (c) Records of all awards of \$100,000 or more, indicating on each solicitation (1) whether small business concerns were solicited and if not, why not; (2) whether small disadvantaged business concerns were solicited and if not, why not; and (3) if applicable, the reason the award was not made to a small business concern or small disadvantaged business concern.
- (d) Records of outreach efforts to contact trade associations, business development organizations, and participation in conferences and trade fairs to locate small business, small disadvantaged business, and women-owned business concerns.
- (e) Records of internal activities implemented to give guidance and encouragement to procurement and other personnel, through workshops, seminars, training, etc., and monitoring performance to evaluate compliance with the program's requirements.

16. MENTOR-PROTÉGÉ PROGRAM

P&W GESP is currently engaged in two active Mentor-Protégé Agreements. One Agreement is with Semco Instruments, Inc. of Valencia, California. The second Agreement is with Alphatech Systems, Inc. of Palm Bay, Florida. Descriptions of the Protégé firms and the assistance provided under these Agreements are provided below.

F33657-97-D-2013
Section 1 Attachment 3
Page 11

**PRATT & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997**

Semco Instruments Inc.

Semco is a small Hispanic-American-owned and operated company involved in the design and development of sensors and electronic devices for various customers. Semco's current products have military and aerospace applications. However, Semco is not experienced in military development programs and has limited capabilities to compete in the current military contracting environment.

The Mentor-Protégé relationship will insert Semco into the engine control sensor market for large gas turbine engines, an area in which they did not compete prior to participation in Mentor-Protégé. The Mentor-Protégé relationship concentrates on an application for the F119 engine which powers the U.S. Air Force's F-22 Advanced Tactical Fighter. There is no prior SDB participation in this market area on the F119.

The assistance provided to Semco in this program concentrates on their capabilities in design, analyses, data management, cost accounting, and quality assurance. This assistance, combined with the overall experience gained in the development and qualification of this component, is also expected to enable Semco to compete for market share as a supplier in the large commercial engine market.

Alphatech Systems Inc.

Alphatech is a small African-American-owned and operated company involved in the design and manufacture of cabling, harnesses, and electrical assemblies for various customers. Alphatech's products have military and aerospace applications. Alphatech is an emerging business which needs significant assistance in establishing its basic operating system.

The Mentor-Protégé relationship with P&W GESP will enable Alphatech to become a supplier of various cabling and harnesses routinely procured by P&W GESP and other contractors for use in laboratory applications as well as testing of large gas turbine engines.

The assistance provided to Alphatech in this program concentrates on their basic capabilities in marketing/contracting; accounting; quality assurance, and technical/processing methods. This assistance is intended to solidify Alphatech's overall capabilities.

Each of the Mentor-Protégé efforts, with Semco and Alphatech, are organized into two phases which define and deliver developmental assistance to the Protégé. This approach aligns with the overall objectives of the pilot Program as set forth in the DOD policy statement.

1. Provide incentives to major DOD contractors, performing under at least one active approved subcontracting plan negotiated with DOD or other Federal agencies, to assist small disadvantaged business (SDB's) in enhancing their capabilities to satisfy DOD and other contract and subcontract and subcontract requirements.
2. Increase the overall participation of SDB's as subcontractors and suppliers under DOD contracts, other Federal agency contracts, and commercial contracts.
3. Foster the establishment of long-term business relationships between SDB's and such contractors.

The Mentor-Protégé programs at P&W GESP are meeting these objectives. The Protégé firms are.

F33657-97-D-2013
Section J Attachment 3
Page 12

**PRATT & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997**

acquiring orders (subcontracts) from P&W GESP, and of the Protégé firms are being established in P&W's supplier base.

17. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES AND MINORITY INSTITUTIONS

In support of Section 1207 of Public Law 99-661 and Section 806 of Public Law 100-180 P&W GESP is attempting to expand its outreach efforts to encompass Historically Black Colleges and Universities (HBCUs) and Minority Institutions.

Identify historically black colleges and universities and minority institutions and the capabilities of such institutions using all available methods including the capability profile of the National Association for Equal Opportunity in Higher Education (NAFEO)

Develop strategies and procedures for developing alliances with historically black colleges and universities and minority institutions.

Explore potential subcontracting opportunities through participation in conferences, workshops, and seminars sponsored by the National Association for Equal Opportunity in Higher Education.

Jointly pursue opportunities in the aerospace science and technology market.

Establish HBCU/MI's participation in P&W GESP's Mentor-Programs.

Involve HBCU/MI's in development and technology transfer to small Disadvantaged Business Protégé Programs.

Develop joint strategy plan with several HBCU/MI's to assist P&W GESP's SDB Business Protégé Programs.

In addition to the foregoing, P&W GESP continues the following specific activities with respect to historically black colleges and universities and minority institutions.

P&W GESP invites students and professors from historically black colleges and universities and minority institutions to participate in training programs.

P&W GESP utilizes professors from historically black colleges and universities and minority institutions as consultants and to teach courses.

P&W GESP has increased recruiting activities with historically black colleges and universities and minority institutions, including Co-op students, especially in highly regarded engineering schools.

P&W GESP initiated an exchange program for engineers and professors.

P&W GESP sponsors an Engineering Focus Day and invites students from historically black colleges and universities and minority institutions.

P&W GESP increased monetary contributions to regional historically black colleges and universities and minority institutions.

F33657-97-D-2013
Section I Attachment 3
Page 13

**PRATT & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997**

P&W GESP donated computer software to historically black colleges and universities and minority institutions and is investigating the feasibility of donating computer hardware.

18. MAKE-OR-BUY DECISIONS

The P&W GESP Small Business Liaison provides input to the Make-or-Buy Committee. The Small Business Liaison is responsible for assuring that potential small business, small disadvantaged, and women-owned business concerns receive timely and adequate consideration in P&W GESP make-or-buy decisions.

19. SUBMISSION OF REQUIRED REPORTS

P&W GESP will continue to cooperate in any studies or surveys as may be required by the Government. P&W GESP will submit periodic reports in order to allow the Government to determine the extent of compliance's by P&W GESP with the Test Plan. P&W GESP submits Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the form and instructions set forth in Item VI B in the Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans. P&W GESP ensures that subcontractors agree to submit Standard Forms 294 and 295 as required.

20. AIR FORCE COMPREHENSIVE PROGRAM THRUSTS FOR FY97

P&W/GESP acknowledges the four thrust areas set forth by the Air Force for FY97 participants in the Comprehensive Small Business Subcontracting Test Program: (1) internal and external education, (2) the "Rule of One" for small disadvantaged business (SDB) and women-owned small businesses (WOB), (3) enhancement of Mentor-Protégé Programs, (4) Internet site connectivity.

P&W/GESP promotes education and training internally and externally to the P&W and supplier community. The P&W community is aware of the SDB and WOB initiatives, via daily/weekly and monthly E-Mail education training. The SDB and WOB community receives on-going assistance and training in all areas as required.

P&W/GESP will promote the Air Force "Rule of One" to the maximum extent practicable. Procurement personnel are required to consider SDB's and WOB's for all competitive acquisitions exceeding \$2500.00.

P&W/GESP's two mentor-protégé agreements expired September 30, 1996. P&W is considering a phase III program for each protégé.

- Semco Instruments, Inc. - Phase III
 - CAD training for additional engineers
 - Implementation of integrated accounting/manufacturing flow control software system
 - TQM training for additional personnel
 - Additional market research/penetration
- Alphatech Systems - Phase III
 - Additional technical training
 - ISO9000
 - Additional market research

P&W/GESP has an Internet site for SB/SDB/WOB. This site will be used for future link to Air Force site.

PRAFF & WHITNEY GESP
COMPREHENSIVE SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN
FISCAL YEAR 1997

21. COMPLETION OF THE TEST PROGRAM

Upon completion of the Comprehensive Small Business Subcontracting Test Program, P&W GESP agrees to negotiate and establish individual subcontracting plans on all future Department of Defense Contracts that require a plan in accordance with the requirements of Public Law 95-507.

Overarching Principles

Between The Department of The Air Force and United Technologies Corporation

Concerning Use of Alternative Dispute Resolution Processes

The Department of the Air Force (Air Force) and United Technologies Corporation (UTC) share the mutual objective of supplying America's warfighters with technologically advanced and reliable equipment in a timely manner to promote swift, safe and successful accomplishment of the national defense mission.

Litigation consumes resources and funds and detracts from this objective. We mutually recognize that there are less expensive, more effective methods of resolving many business disputes than traditional litigation. Alternative Dispute Resolution (ADR) procedures involve collaborative techniques which can often spare the Air Force and UTC the high cost and disruption of litigation.

In recognition of the foregoing, we confirm our mutual commitment to use ADR processes in accordance with the following principles;

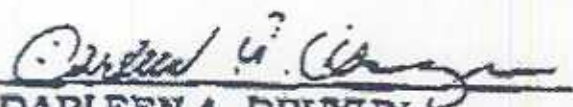
- We will conduct our existing and future business relations in a manner calculated to avoid contract disputes;
- Following contract award and periodically thereafter during contract performance, Air Force and UTC teams are encouraged to jointly review each contract's requirements and to identify potential obstacles to timely contract performance and completion;
- Both parties will attempt to resolve all contractual issues at the program/contracting officer level whenever possible, recognizing that the best knowledge of the facts and issues and the resolution of problems at that level fosters teamwork in pursuing mutually satisfactory solutions;

In the event an issue cannot be resolved at the program/contracting officer level, ADR will be explored as a possible means to settle the dispute in lieu of litigation;

- Senior Air Force and UTC management will be advised in a timely manner of any failure to make progress in a dispute resolution at the


program/contracting officer level and will work together to support use of ADR to achieve settlement;

- Consistent with FAR 33.214, specific ADR techniques, timelines and identification of neutrals appropriate to the issues in controversy will be mutually agreed to in writing before the ADR process begins;
- If it is necessary for the parties to protect information during the ADR process, the parties will enter into appropriate confidentiality agreements, to the extent permitted by law;
- It is not the intention of the parties to alter, supplement or deviate from the terms and conditions of extant or future contract(s), and the legal rights and obligations of the parties set forth therein. Any changes to existing contract(s) resulting from the ADR process must be executed in writing by authorized contracting officials of each party; and
- In the event either party believes that a particular dispute is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may elect to opt out of the ADR processes and proceed as otherwise provided under contract, regulation, or statute.


DARLEEN A. DRUYUN

25 Feb 1999

Principal Deputy Assistant Secretary of the Air Force
(Acquisition & Management)


PATRICK J. GNAZZO

2/ 19/99

Vice President - Business Practices
United Technologies Corporation

**Engineering Change Proposals (ECPs) incorporated into
Contract F33657-97-D-2013**

The following list provides the engineering change which initiated each Maintenance Upgrade Package (MUP) on this contract since contract award on 26 Jun 97, and a historical listing of subsequent Class I changes (only) which modified the MUPs. This list will be updated periodically as Class I changes are approved or as new MUPs are added. Class II changes are not included on this list unless the Class II change approved a new MUP. This listing is not intended to reflect a listing of all MUPs available for purchase. Refer to Section B of this contract for MUPs currently available for purchase.

MUP 1A: 4083977-01

4083977-01 KIT,MODIFICATION

RLSE DOC-PE97NA221C DATE-03/15/00

CP00NP009 DATE-08/08/01

CP00NA024 DATE-05/14/01

CP99NA148 DATE-01/24/01

MUP 1B: 4083977-02

4083977-02 KIT,MODIFICATION

RLSE DOC-PE01NC196 DATE-09/05/01

MUP 2A: 4083980

4083980 KIT,MODIFICATION

RLSE DOC-PE95NP023 DATE-02/26/96

MUP 2B: 4083976

4083976 KIT,MODIFICATION

RLSE DOC-PE91NA191C DATE-01/23/96

MUP EC REVIEW BY MUP SEQ NUMBER

MUP 2C: 4084419

4084419 KIT,MODIFICATION

RLSE DOC-PE97NA054B DATE-07/29/97

MUP 2D: 4084275

4084275 KIT,MODIFICATION

RLSE DOC-PE95NA047E DATE-06/26/97

MUP 2E: 4083980-01

4083980-01 KIT,MODIFICATION

RLSE DOC-PE01NC196 DATE-09/05/01

MUP 3A: 4084727

4084727 KIT,MODIFICATION

RLSE DOC-PE95NP023A DATE-12/12/96

CP97NA119 DATE-01/24/01

MUP 3C: 4084276

4084276 KIT,MODIFICATION

RLSE DOC-PE95NP023A DATE-12/12/96

MUP 3D: 4084277

4084277 KIT,MODIFICATION

RLSE DOC-PE95NP023A DATE-12/12/96

MUP 3E: 4084876

4084876 KIT,MODIFICATION

RLSE DOC-PE96NA075B DATE-12/11/97

MUP 3F: 4085063

4085063 KIT,PARTS-CORE MODULE(EXPENDABLE)

RLSE DOC-PE97NK009 DATE-12/15/97

CP97NA237 DATE-07/30/98

MUP 3H: 4076359-01

4076359-01 KIT,CORE UPGRADE F100/200-F220E

RLSE DOC-PE01NC196 DATE-09/05/01

MUP 3I: 4086676-01

4086676-01 KIT,MODIFICATION

RLSE DOC-PE01NC196 DATE-09/05/01

MUP 4A: 4073038-02

4073038-02 KIT,MODIFICATION

RLSE DOC-PE96NA072B DATE-07/25/97

MUP 4D: 4084278-01

4084278-01 KIT,MODIFICATION

RLSE DOC-PE01NC196 DATE-09/05/01

MUP 4C: 4086624

4086624 KIT,MOD,FAN DR TURB CASE

RLSE DOC-PE99NP003 DATE-08/25/99

MUP 6: CL 4076362

4076362 KIT,FRONT FAN DUCT F100/200-F220E

RLSE DOC-PE87NA396 DATE-06/23/88

MUP 6A: 4084279

4084279 KIT,MODIFICATION

RLSE DOC-PE95NP023A DATE-12/12/96

MUP 7: CL 4076363

4076363 KIT,REAR FAN DUCT F100/200-F220E

RLSE DOC-PE87NA396 DATE-06/23/88

MUP 7A: 4084280

4084280 KIT,MODIFICATION

RLSE DOC-PE95NP023A DATE-12/12/96

MUP 11A: 4076367-01

4076367-01 KIT,AUG NOZ ACT F100/200-F220E

RLSE DOC-PE01NC196 DATE-09/05/01

MUP 12: 4076368

4076368 KIT,AUG FP UPGRADE F100/200-F220E

RLSE DOC-PE87NA396 DATE-06/23/88

MUP 13: 4076369

4076369 KIT,MFGP REOP F100/200-F220E

RLSE DOC-PE87NA396 DATE-06/23/88

MUP 14: 4076370

4076370 KIT,FDT CASE REOP F100/200-F220E

RLSE DOC-PE87NA396 DATE-06/23/88

MUP EC REVIEW BY MUP SEQ NUMBER

MUP 16: 4076372

4076372 KIT,TANK-EJECTOR CLG

RLSE DOC-PE87NA396 DATE-06/23/88

MUP 17: 4074824

4074824 KIT,MODIFICATION

RLSE DOC-PE86NA059A DATE-03/03/87

MUP 18A: 4074506-01

4074506-01 KIT-FAN EXIT GUIDE VANE REOP

RLSE DOC-PE01NC196 DATE-09/05/01

MUP 21B: 4083981

4083981 KIT,MODIFICATION

RLSE DOC-PE95NP023 DATE-02/26/96

MUP 21C: 4083272

4083272 KIT,MODIFICATION

RLSE DOC-PE95NP023 DATE-02/26/96

MUP 28: 4078278

4078278 KIT,MODIFICATION

RLSE DOC-PE90NA011 DATE-01/24/90

MUP 28A: 4082978

4082978 KIT,MODIFICATION

RLSE DOC-PE94NA293B DATE-02/14/96

MUP 28B: 4084028

4084028 KIT,MODIFICATION

RLSE DOC-PE95NP023 DATE-02/26/96

MUP 28F: 4084893

4084893 KIT,PARTS-AUG ACT(4K)(REBUILD)

RLSE DOC-PE97NA054E DATE-01/09/98

MUP 28G: 4084894

4084894 KIT,PARTS-AUG NOZ(4K)(EXPENDABLE)

RLSE DOC-PE97NA054E DATE-01/09/98

MUP 28H: 4084895

4084895 KIT,MOD--AUGMENTOR DIVG SEAL(4K)

RLSE DOC-PE97NA054E DATE-01/09/98

MUP 28I: 4084896

4084896 KIT,MOD-AUG EXTERNAL NOZ SEG (4K)

RLSE DOC-PE97NA054E DATE-01/09/98

MUP 28L: 4085012

4085012 KIT,MOD-AUG NOZ SUPPORT(4K)

RLSE DOC-PE97NA054E DATE-01/09/98

MUP 28M: 4085013

4085013 KIT,MOD-AUG BALANCE,DIVG SEG(4K)

RLSE DOC-PE97NA054E DATE-01/09/98

MUP 28N: 4084936

4084936 KIT,MODIFICATION

RLSE DOC-PE97NA101A DATE-01/26/98

MUP 28O: 4086619

4086619 KIT,MODIFICATION-AUG DUCT/NOZ MODL

RLSE DOC-PE99NA031B DATE-03/18/99

MUP 28P: 4086678

4086678 KIT,MODIFICATION

RLSE DOC-PE99NC574 DATE-10/25/99

MUP 28R: 4084281-01

4084281-01 KIT,MOD-AUG NOZ(4K)(ALL NEW PARTS)

RLSE DOC-PE01NC196 DATE-09/05/01

MUP 28S: 4084892-01

4084892-01 KIT,MOD-AUG NOZ(4K)(MAX REOP)

RLSE DOC-PE01NC196 DATE-09/05/01

MUP 28T: 4084897-01

4084897-01 KIT,PARTS-AUGMENTOR MISC(4K)

RLSE DOC-PE01NC196 DATE-09/05/01

MUP 29: 4078279

4078279 KIT,MODIFICATION

RLSE DOC-PE90NA011 DATE-01/24/90

MUP 30: 4078280

4078280 KIT,MODIFICATION

RLSE DOC-PE90NA011 DATE-01/24/90

MUP 32: 4078285

4078285 KIT,MODIFICATION

RLSE DOC-PE90NA011 DATE-01/24/90

MUP 33B: 4077995-02

4077995-02 KIT,MODIFICATION

RLSE DOC-PE95NP011 DATE-04/27/95

CP97NA245 DATE-12/15/98

Page 1 of 3 Pages

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)

rm Approved
JMB No. 0704-0186

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0186), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.

B. EXHIBIT
A

C. CATEGORY
TDP TM OTHER MNTY

D. SYSTEM/ITEM
F100-PW-220E

E. CONTRACT/PR NO.
F33657-97-D-2013

F. CONTRACTOR
FRATT & WHITNEY

1. DATA ITEM NO.
A001

2. TITLE OF DATA ITEM
WARRANTY PERFORMANCE REPORTS

3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.)
DI-MNTY-81217/T

5. CONTRACT REFERENCE
Contract Clause H-005

6. REQUIRING OFFICE
ASC/LPP (PM)

9. DIST STATEMENT
REQUIRED

10. FREQUENCY
QRTLY

12. DATE OF FIRST SUBMISSION
BLK16

11. AS OF DATE

13. DATE OF SUBSEQUENT
SUBMISSION

14. DISTRIBUTION

a. ADDRESSEE

b. COPIES

Draft

Final

Reg

Repro

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

19. REMARKS

"DIRECT WARRANTY CHARGE TO THE CONTRACT"

k. DELETE REQUIREMENTS 10.1.5

l. DELETE REQUIREMENTS 10.1.6

m. PARAGRAPH 10.1.7 - CUMULATIVE DATA IS FURTHER
CLARIFIED AS FOLLOWS:

(1) CONTRACTOR WARRANTY REPAIR COSTS BY REPORTING
PERIOD AND CUMULATIVELY IN ANNUAL INCREMENTS.

(2) CONTRACTOR LIABILITIES FOR CREDIT ALLOWANCES BY
REPORTING PERIOD AND CUMULATIVELY IN ANNUAL
INCREMENTS.

12. TO FURTHER AID IN THE IDENTIFICATION OF WARRANTED
ITEMS RETURNED TO THE CONTRACTOR FOR
REPAIR/REPLACEMENT DURING THE REPORTING PERIOD, THE
FOLLOWING INFORMATION IS ALSO NEEDED.

a. IDENTIFICATION OF DOCUMENT USED TO INITIATE THE
WARRANTY CLAIM; I.E., MIP NUMBER, OR ACCESSION NUMBER
OR CONTRACT LETTER NUMBER.

b. EVENT DATE -- DATE OF ITEM FAILURE FOR THIS EVENT.

c. MANNER IN WHICH THE CLAIM WAS REMEDIED (A SYSTEM
OF CODES IS RECOMMENDED).

d. CHANGE "MIP OPEN DATE - DATE MIP IS OPENED" TO
"CONTRACT MATERIAL RECEIPT DATE".

e. CHANGE "INVESTIGATION CLOSED DATE - DATE THE MIP
INVESTIGATION IS CLOSED" TO "CONTRACTOR INVESTIGATION
CLOSE DATE".

G. PREPARED BY
EARLEEN AYERS
ASC/LPP (PM)

H. DATE
25 Jan 02

I. APPROVED BY
WALTER R. MANG
ASC/LPP (PM)

J. DATE
25 Jan 02

CONTRACT DATA REQUIREMENTS LIST (1 Data item)				rm Approved JMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government-issuing Contracting Officer for the Contract/PR No. listed in Block E.					
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY TDP TM OTHER MNTY		
D. SYSTEM/ITEM F100-PW-220B		E. CONTRACT/PR NO. F33657-97-D-2013		F. CONTRACTOR PRATT & WHITNEY	
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM WARRANTY PERFORMANCE REPORTS		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-MNTY-81217/T		5. CONTRACT REFERENCE Contract Clause H-005		6. REQUIRING OFFICE ASC/LPP (PM)	
7. DO 250 REQ LT	9. DIST STATEMENT REQUIRED B	10. FREQUENCY QRTLY	12. DATE OF FIRST SUBMISSION BLK16	14. DISTRIBUTION	
8. APP CODE N		11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION AREQ	a. ADDRESSEE	
16. REMARKS				b. COPIES	
<p>f. WARRANTY CLOCK STOP DATE - DATE WARRANTY CLAIM IS SATISFIED.</p> <p>g. NUMBER OF DAYS WARRANTY REMEDY IS DELINQUENT FOR EACH CLAIM.</p> <p>3. BLOCKS 11, 12, 13 & 14: DATE OF FIRST SUBMISSION SHALL BE WITHIN 30 DAYS OF THE END OF THE FIRST QUARTER AFTER CONTRACT MODIFICATION F33657-97-D-2013/P00020 IS AWARDED.</p> <p>4. BLOCK 14: DATA SHALL NORMALLY BE DELIVERED VIA ELECTRONIC ACCESS; HOWEVER, ONE PAPER COPY OF DATA SHALL BE SENT TO THE ASC DATA MANAGEMENT OFFICE WITHIN 30 DAYS. IF ELECTRONIC ACCESS IS NOT AVAILABLE, DISTRIBUTE AS LISTED IN BLOCK 14.</p>				Draft	
				Final	
				Reg	
				Repro	
				15. TOTAL →	
G. PREPARED BY EARLEEN AYERS ASC/LPP (DM)		H. DATE 25 Jan 02		I. APPROVED BY WALTER R. MANG, JR. ASC/LPP (PM)	
				J. DATE 25 Jan 02	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT FILES

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J - FFP

PAGE OF PAGES
1 of 2

2. AMENDMENT/MODIFICATION NO.
P00020

3. EFFECTIVE DATE
MAY 08 2002
FA8826

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY ASCLPK CODE

USAF/AFMC
AERONAUTICAL SYSTEMS CENTER
2145 MONAHAN WAY BLDG28
WRIGHT-PATTERSON AFB OH 45433-7017
JULIE K. HALL (937) 255-7243 X3004
Julie.Hall@wpafb.af.mil

7. ADMINISTERED BY (If other than Item 6)

CODE

S0708A

DCM PRATT & WHITNEY EAST HARTFORD
400 MAIN STREET MAIL STOP 115-62
EAST HARTFORD CT 06108-0909

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

UNITED TECHNOLOGIES CORP
PRATT & WHITNEY MILITARY ENGINES
400 MAIN STREET, MAIL STOP 182-14
EAST HARTFORD CT 06108-0969

MAILING DATE

MAY 08 2002

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
F33657-97-D-2013

10B. DATED (SEE ITEM 13)

26 JUN 1997

CODE 52681

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 "Changes", 10 USC 2304(c)(1), 10 USC 2304(c)(4), and the mutual agreement of the parties.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SUBJECT: Revise the maximum contract value, the ordering period, the Contract Line Item Numbers (CLINs), the clauses, the terms and conditions, the attachments, and the prices of the basic contract
CHANGE IN PRICE: \$348,000,000.00 (INCREASE)
CHANGE IN OBLIGATION: None.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER
Louis A. Antonicelli
Director, Contracts

16A. NAME AND TITLE OF SIGNER (Type or print)
ROBERT L. PINKUS
Contracting Officer

15B. CONTRACTOR/REFERENCE

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

4/26/02

BY: Robert L. Pinkus
(Signature of Contracting Officer)

4/30/02

NSN 7540-01-152-9070

30-105

STANDARD FORM 30 (REV.10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

THIS EDITION UNUSABLE
Write Version 4.1.4

1. Per FAR 52.243-1 "Changes" clause, 10 USC 2304(c)(1), and the mutual agreement of the parties, P00020 is written to revise the ordering period, the Contract Line Item Numbers (CLINs), the clauses, the terms and conditions, the attachments, the progress payment rate, and the prices of the basic contract at an increase in maximum contract value of \$348,000,000.00. The new maximum contract value is \$833,000,000.00. There is no change in contract obligation as a result of P00020.

2. AFMC Form 701, Cover Page, Blocks 11A. and 11B. are revised to read "80%"; Block 22, "Max." is revised from "\$485,000,000.00" to read "\$833,000,000.00". Sections B through J of the basic contract are replaced in their entirety with the documents attached hereto and are applicable only to delivery orders issued after P00020 distribution until contract completion. The original contract terms and conditions in effect prior to P00020 apply only to delivery orders issued prior to P00020 distribution.

3. This Supplemental Agreement constitutes a full and equitable adjustment and the Contractor releases the Government from any and all liability under the contract for further equitable adjustments arising out of or in connection with the changes effected hereby.

4. As a result of paragraph 1 above, the subject contract is specifically modified as attached hereto and made a part hereof.

Part I - The Schedule
SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

This contract, for the supplies specified in the Schedule, is a twelve-year indefinite delivery indefinite quantity delivery order contract to procure F100-PW-220E Engine Maintenance Upgrade Packages (MUP) kits. Unit prices for items scheduled for delivery are listed in Special Requirement H-006, "Establishment of Kit Prices for all CLINs" established in the basic contract and revised by various modifications.

<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
0001	RESERVED CLIN <i>Noun:</i> RESERVED <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> Formerly Engine Assembly Upgrade Kit (MUP 1)		
0002	CLIN Change <i>Noun:</i> ENGINE ASSEMBLY UPGRADE KIT <i>NSN:</i> 2840K0214742WPT <i>FSCM:</i> 52661 <i>Part number:</i> 4083977-01 <i>Descriptive Data:</i> The contractor shall provide Engine Assembly Upgrade Kit, P/N 4083977-01 (MUP 1a) in accordance with Special Requirement H-006 in Section H of this contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.		
0003	RESERVED CLIN <i>Noun:</i> RESERVED <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> Formerly Inlet Fan Upgrade (MUP 2)		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0004	CLIN Change Noun: INLET FAN MOD NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Inlet Fan Mod Kit, P/N 4083980 (MUP 2A) in accordance with Special Requirement H-006 in Section H of this contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.		
0005	CLIN Change Noun: REDESIGNED CIVV SQ DRIVE KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Redesigned CIVV Sq Drive kit, P/N 4083976 (MUP 2B) in accordance with Special Requirement H-006 in Section H of this contract.		
0006	CLIN Change Noun: INLET FAN UPGRADE KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Inlet Fan Upgrade Kit, P/N 4084419 (MUP 2C) in accordance with Special Requirement H-006 in Section H of this contract.		
0007	CLIN Change Noun: 3RD STAGE FAN BLADE KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide 3rd Stage Fan Blade Kit, P/N 4084275 (MUP 2D) in accordance with Special Requirement H-006 in Section H of this contract.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0008	CLIN Change Noun: CORE MOD UPGRADE NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Core Mod Upgrade kit, P/N 4076359 (MUP 3) in accordance with Special Requirement H-006 in Section H of this contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.		
0009	CLIN Change Noun: FUEL MANIFOLD KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Fuel Manifold kit, P/N 4084727 (MUP 3A) in accordance with Special Requirement H-006 in Section H of this contract.		
0010	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Fuel Manifold "J" Bracket Kit (MUP 3B)		
0011	CLIN Change Noun: FUEL MANIFOLD KIT (GOLD NICKEL) NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Fuel Manifold kit (Gold Nickel), P/N 4084276 (MUP 3C) in accordance with Special Requirement H-006 in Section H of this contract.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0012	CLIN Change		
	<i>Noun:</i>	RCVV BRACKET AXIAL STOP, BRACKETS/PUMP HANDLE KIT	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>	The contractor shall provide RCVV Bracket Axial Stop, Brackets/Pump Handle kit, P/N 4084277 (MUP 3D) in accordance with Special Requirement H-006 in Section H of this contract.	
0013	RESERVED CLIN		
	<i>Noun:</i>	FORMERLY FAN DRIVE TURBINE UPGRADE (MUP 4)	
	<i>NSN:</i>	N - Not Applicable	
0014	CLIN Change		
	<i>Noun:</i>	FTIT VANE KIT	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>	The contractor shall provide FTIT Vane kit, P/N 4073038-02 (MUP 4A) in accordance with Special Requirement H-006 in Section H of this contract.	
0015	CLIN Change		
	<i>Noun:</i>	FDT UPGRADE KIT (REDESIGNED HARDWARE)	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>	The contractor shall provide FDT Upgrade Kit (Redesigned Hardware), P/N 4084278 (MUP 4B) in accordance with Special Requirement H-006 in Section H of this contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0016	CLIN Change		
	<i>Noun:</i> FRONT FAN REOP KIT (HONEY COMB) <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> The contractor shall provide Front Fan Reop Kit (honey comb), P/N 4076362 (MUP 6) in accordance with Special Requirement H-006 in Section H of this contract.		
0017	CLIN Change		
	<i>Noun:</i> FRONT FAN DUCT CHEM MILLED KIT <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> The contractor shall provide Front Fan Duct Chem Milled kit, P/N 4084279 (MUP 6A) in accordance with Special Requirement H-006 in Section H of this contract.		
0018	CLIN Change		
	<i>Noun:</i> REAR FAN DUCT REOP KIT (HONEY COMB) <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> The contractor shall provide Rear Fan Duct Reop kit (honey comb), P/N 4076363 (MUP 7) in accordance with Special Requirement H-006 in Section H of this contract.		
0019	CLIN Change		
	<i>Noun:</i> REAR FAN DUCT CHEM MILLED KIT <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> The contractor shall provide Rear Fan Duct Chem Milled kit, P/N 4084280 (MUP 7A) in accordance with Special Requirement H-006 in Section H of this contract.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0020	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Flame Holder Reop (MUP 9)		
0021	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Exciter Reop Kit (MUP 10)		
0022	CLIN Change Noun: AUG. NOZZLE ACT. REOP KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Aug. Nozzle Act. Reop kit, P/N 4076367 (MUP 11) in accordance with Special Requirement H-006 in Section H of this contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.		
0023	CLIN Change Noun: AUG. FUEL PUMP REOP KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Aug. Fuel Pump Reop kit, P/N 4076368 (MUP 12) in accordance with Special Requirement H-006 in Section H of this contract.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0024	CLIN Change Noun: MFGP REOP KIT (CANTED FILTER, F15 & F16) NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide MFGP Reop kit (Canted Filter, F15 & F16), P/N 4076369 (MUP 13) in accordance with Special Requirement H-006 in Section H of this contract.		
0025	CLIN Change Noun: FDT CASE REOP KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide FDT Case Reop kit, P/N 4076370 (MUP 14) in accordance with Special Requirement H-006 in Section H of this contract.		
0026	CLIN Change Noun: REAR TURBINE CASE NSN: 2840K0214775GPT FSCM: 52661 Part number: 4086624 Descriptive Data: The contractor shall provide Rear Turbine Case, P/N 4086624, Maintenance Upgrade Package (MUP 4C) in accordance with Special Contract Requirement H-006 in Section H of this contract.		
0027	CLIN Change Noun: DATA NSN: N - Not Applicable DD1423 is Exhibit: A Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall furnish data in accordance with Section J, Exhibit A (DD Form 1423). Data is not separately priced		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0028	CLIN Change Noun: F-15, EJECTOR COOLING KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide F-15, Ejector Cooling kit, P/N 4076372 (MUP 16) in accordance with Special Requirement H-006 in Section H of this contract.		
0029	CLIN Change Noun: NO. 2 BEARING SEAL KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide No. 2 Bearing Seal kit, P/N 4074824 (MUP 17) in accordance with Special Requirement H-006 in Section H of this contract.		
0030	CLIN Change Noun: FAN EXIT GUIDE VANE REOP KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Fan Exit Guide Vane Reop kit, P/N 4074506 (MUP 18) in accordance with Special Requirement H-006 of in Section H of this contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.		
0031	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly P&D Valve Reop Kit (MUP 19)		
0032	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0033	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Baseline Kit (MUP 21a)		
0034	CLIN Change Noun: BASELINE KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Baseline kit, P/N 4083981 (MUP 21B) in accordance with Special Requirement H-006 in Section H of this contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.		
0035	CLIN Change Noun: NO. 5 BEARING POST SHUTDOWN KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide No. 5 Bearing Post Shutdown kit, P/N 4083272 (MUP 21C) in accordance with Special Requirement H-006 in Section H of this contract.		
0036	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Nomex Cables/Attaching Hardware Kit (MUP 27A)		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

0037 CLIN Change

Noun: AUG. DUCT REOP KIT
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: SOURCE
Acceptance: SOURCE
FOB: SOURCE

Descriptive Data:

The contractor shall provide Aug. Duct Reop kit, P/N 4078278 (MUP 28) in accordance with Special Requirement H-006 in Section H of this contract.

0038 CLIN Change

Noun: AUG. DUCT FINGER SEAL KIT
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: SOURCE
Acceptance: SOURCE
FOB: SOURCE

Descriptive Data:

The contractor shall provide Aug. Duct Finger Seal kit, P/N 4082978 (MUP 28A) in accordance with Special Requirement H-006 in Section H of this contract.

0039 CLIN Change

Noun: AUG. CONVERGENT NOZZLE SEGMENT SEAL KIT
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: SOURCE
Acceptance: SOURCE
FOB: SOURCE

Descriptive Data:

The contractor shall provide Aug. Convergent Nozzle Segment Seal, P/N 4084028 to the of (MUP 28B) in accordance with Special Requirement H-006 in Section H of this contract.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

0040 CLIN Change

Noun: MOD AUGMENTOR NOZZLE 4K (NEW)
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: SOURCE
Acceptance: SOURCE
FOB: SOURCE

Descriptive Data:

The contractor shall provide Mod Augmentor Nozzle 4K (New) P/N 4084281, (MUP 28C) in accordance with Special Requirement H-006 in Section H of this contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.

0041 CLIN Change

Noun: AUG. LINER REOP KIT
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: SOURCE
Acceptance: SOURCE
FOB: SOURCE

Descriptive Data:

The contractor shall provide Aug. Liner Reop kit, P/N 4078279 (MUP 29) in accordance with Special Requirement H-006 in Section H of this contract.

0042 CLIN Change

Noun: AUG. DUCT ASSEMBLY KIT
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: SOURCE
Acceptance: SOURCE
FOB: SOURCE

Descriptive Data:

The contractor shall provide Aug. Duct Assembly kit, P/N 4078280 (MUP 30) in accordance with Special Requirement H-006 in Section H of this contract.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0043	CLIN Change Noun: F-15 FUEL PUMP FILTER NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide F-15 Fuel Pump Filter kit, P/N 4078285 (MUP 32) in accordance with Special Requirement H-006 in Section H of this contract.		
0044	CLIN Change Noun: SPRAYRINGS/FLAMEHOLDER KIT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Sprayrings/Flameholder kit, P/N 4077995-02 (MUP 33B) in accordance with Special Requirement H-006 in Section H of this contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.		
0045	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Sprayrings Hardware Kit (MUP 33C)		
0046	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Sprayrings/Attaching Hardware Kit (MUP 35)		
0047	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Intermediate Level Kit (Support Equip.) (MUP 36)		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0048	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Organizational Level Kit (Support Equip.) (MUP 37)		
0049	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Intermediate Level Kit, (SE-FMS) (MUP 36A)		
0050	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Organizational Level Kit, (SE-FMS) (MUP 37A)		
0051	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly 4K Fan Drive Turbine Support Equipment (JEIM) (MUP 36B)		
0052	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Mod Augmentor Nozzle 4K (Composite) (MUP 28D)		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0053	CLIN Change <i>Noun:</i> MOD AUGMENTOR NOZZLE 4K (MAX REOP) <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> The contractor shall provide Mod Augmentor Nozzle 4K (Max Reop), P/N 4084892 (MUP 28E) in accordance with Special Requirement H-006 in Section H of this Contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.		
0054	CLIN Change <i>Noun:</i> PARTS AUGMENTOR ACTUATOR 4K (REBUILD) <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> The contractor shall provide Parts Augmentor Actuator 4K (Rebuild), P/N 4084893 (MUP 28F) in accordance with Special Requirement H-006 in Section H of this Contract.		
0055	CLIN Change <i>Noun:</i> PARTS AUGMENTOR NOZZLE 4K (EXPENDABLE) <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> The contractor shall provide Parts Augmentor Nozzle 4K (Expendable), P/N 4084894 (MUP 28G) in accordance with Special Requirement H-006 in Section H of this Contract.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0056	CLIN Change Noun: MOD AUGMENTOR DIVERGENT SEAL 4K NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Mod Augmentor Divergent Seal 4K, P/N 4084895 (MUP 28H) in accordance with Special Requirement H-006 in Section H of this Contract.		
0057	CLIN Change Noun: MOD AUGMENTOR EXTERNAL NOZZLE SEGMENT 4K NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Mod Augmentor External Nozzle Segment 4K, P/N 4084896 (MUP 28I) in accordance with Special Requirement H-006 in Section H of this Contract.		
0058	CLIN Change Noun: PARTS AUGMENTOR MISC. 4K NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: The contractor shall provide Parts Augmentor Misc. 4K, P/N 4084897 (MUP 28J) in accordance with Special Requirement H-006 in Section H of this Contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.		
0059	RESERVED CLIN Noun: RESERVED NSN: N - Not Applicable Descriptive Data: Formerly Mod Augmentor Liner 4K (MUP 28K)		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0060	CLIN Change Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: The contractor shall provide Mod Augmentor Nozzle Support, P/N 4085012 (MUP 28L) in accordance with Special Requirement H-006 in Section H of this Contract.	MOD AUGMENTOR NOZZLE SUPPORT N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE	
0061	CLIN Change Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: The contractor shall provide Mod Augmentor Balance, Divergent Segment 4K, P/N 4085013 (MUP 28M) in accordance with Special Requirement H-006 in Section H of this Contract.	MOD AUGMENTOR BALANCE, DIVERGENT SEGMENT 4K N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE	
0062	CLIN Change Noun: NSN: Part number: Descriptive Data: The contractor shall provide Fuel Nozzle Kit, P/N 4084876 Maintenance Upgrade Package (MUP 3E) in accordance with Special Contract Requirement H-006 in Section H of this contract.	FUEL NOZZLE KIT 2840K0217492CPT 4084876	
0063	CLIN Change Noun: NSN: Part number: Descriptive Data: The contractor shall provide Bleed Rod Kit, P/N 4085063 Maintenance Upgrade Package (MUP 3F) in accordance with Special Contract Requirement H-006 in Section H of this contract.	BLEED ROD KIT 2840K0217457APT 4085063	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0064	<p>CLIN Change</p> <p>Noun: INTERMEDIATE CASE KIT FOR CORE MOD UPGRADE</p> <p>NSN: 2840K0214771FPT</p> <p>FSCM: 52661</p> <p>Part number: 4086676</p> <p>Descriptive Data:</p> <p>The contractor shall provide Intermediate Case Kit for Core Mod Upgrade, P/N 4086676 (MUP 3G) in accordance with Special Requirement H-006 of this contract. This CLIN is included because kits remain to be delivered under active orders. However, no further kits in this configuration will be ordered after award of P00020.</p>		
0065	<p>CLIN Change</p> <p>Noun: AUGMENTOR NOZZLE SUPPORT 4K UPGRADE KIT</p> <p>NSN: 2840K0214778RPT</p> <p>FSCM: 52661</p> <p>Part number: 4084936</p> <p>Descriptive Data:</p> <p>The contractor shall provide Augmentor Nozzle Support 4K Upgrade Kit, P/N 4084936 (MUP 28N) in accordance with Special Requirement H-006 of this contract.</p>		
0066	<p>CLIN Change</p> <p>Noun: AUGMENTOR MODULE CHEM-MILLED DUCT INSTALLATION KIT</p> <p>NSN: 2840K0214778SPT</p> <p>FSCM: 52661</p> <p>Part number: 4086619</p> <p>Descriptive Data:</p> <p>The contractor shall provide Augmentor Module Chem-Milled Duct Installation Kit, P/N 4086619 (MUP 28O) in accordance with Special Requirement H-006 of this contract.</p>		
0067	<p>CLIN Change</p> <p>Noun: AUGMENTOR CONV. SEG. LINER KIT (4K AUG)</p> <p>NSN: 2840K0214778UPT</p> <p>FSCM: 52661</p> <p>Part number: 4086678</p> <p>Descriptive Data:</p> <p>The contractor shall provide Augmentor Conv. Seg. Liner Kit (4K Aug), P/N 4086678 (MUP 28P) in accordance with Special Requirement H-006 of this contract.</p>		
0068	<p>RESERVED CLIN</p> <p>Noun: RESERVED</p> <p>NSN: N - Not Applicable</p> <p>Descriptive Data:</p> <p>Formerly AUGMENTOR NOZZLE HARDWARE (4K) UPGRADE KIT (MUP 28Q)</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0069	CLIN Change		
	Noun:		UPDATED ENGINE ASSEMBLY UPGRADE KIT
	NSN:		2840K0214742WPT
	Contract type:		J - FIRM FIXED PRICE
	Inspection:		SOURCE
	Acceptance:		SOURCE
	FOB:		SOURCE
	FSCM:		52661
	Part number:		4083977-02
	Descriptive Data:		
	The contractor shall provide Updated Engine Assembly Upgrade Kit, P/N 4083977-02 (MUP 1B) in accordance with Special Requirement H-006 in Section H of this contract.		
0070	CLIN Change		
	Noun:		UPDATED INLET FAN MOD
	NSN:		2840K0214767BPT
	Contract type:		J - FIRM FIXED PRICE
	Inspection:		SOURCE
	Acceptance:		SOURCE
	FOB:		SOURCE
	FSCM:		52661
	Part number:		4083980-01
	Descriptive Data:		
	The contractor shall provide Updated Inlet Fan Mod, P/N 4083980-01 (MUP 2E) in accordance with Special Requirement H-006 in Section H of this contract.		
0071	CLIN Change		
	Noun:		UPDATED CORE MODE UPGRADE
	NSN:		2840K0214771APT
	Contract type:		J - FIRM FIXED PRICE
	Inspection:		SOURCE
	Acceptance:		SOURCE
	FOB:		SOURCE
	FSCM:		52661
	Part number:		4076359-01
	Descriptive Data:		
	The contractor shall provide Updated Core Mod Upgrade Kit, P/N 4076359-01 (MUP 3H) in accordance with Special Requirement H-006 in Section H of this contract.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0072	CLIN Change		
	Noun:	UPDATED INTERMEDIATE CASE KIT FOR CORE MOD UPGRADE	
	NSN:	2840K0214771FPT	
	Contract type:	J - FIRM FIXED PRICE	
	Inspection:	SOURCE	
	Acceptance:	SOURCE	
	FOB:	SOURCE	
	FSCM:	52661	
	Part number:	4086676-01	
	Descriptive Data:	The contractor shall provide Updated Intermediate Case Kit for Core Mod, P/N 4086676-01 (MUP 3I) in accordance with Special Requirement H-006 in Section H of this contract.	
0073	CLIN Change		
	Noun:	UPDATED FDT UPGRADE KIT (REDESIGNED HARDWARE)	
	NSN:	2840K0214775EPT	
	Contract type:	J - FIRM FIXED PRICE	
	Inspection:	SOURCE	
	Acceptance:	SOURCE	
	FOB:	SOURCE	
	FSCM:	52661	
	Part number:	4084278-01	
	Descriptive Data:	The contractor shall provide Updated FDT Upgrade Kit (Redesigned Hardware), P/N 4084278-01 (MUP 4D) in accordance with Special Requirement H-006 in Section H of this contract.	
0074	CLIN Change		
	Noun:	UPDATED AUG.NOZZLE ACT. REOP KIT	
	NSN:	2915K1600777APT	
	Contract type:	J - FIRM FIXED PRICE	
	Inspection:	SOURCE	
	Acceptance:	SOURCE	
	FOB:	SOURCE	
	FSCM:	52661	
	Part number:	4076367-01	
	Descriptive Data:	The contractor shall provide Updated Aug. Nozzle Act. Reop Kit, P/N 4076367-01 (MUP 11A) in accordance with Special Requirement H-006 in Section H of this contract.	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0075	CLIN Change		
	Noun:		UPDATED FAN EXIT GUIDE VANE REOP KIT
	NSN:		2840K0214165BPT
	Contract type:		J - FIRM FIXED PRICE
	Inspection:		SOURCE
	Acceptance:		SOURCE
	FOB:		SOURCE
	FSCM:		52661
	Part number:		4074506-01
	Descriptive Data:		
	The contractor shall provide Updated Fan Exit Guide Vane Reop Kit, P/N 4074506-01 (MUP 18A) in accordance with Special Requirement H-006 in Section H of this contract.		
0076	CLIN Change		
	Noun:		UPDATED MOD AUGMENTOR NOZZLE 4K (NEW)
	NSN:		2840K0214778GPT
	Contract type:		J - FIRM FIXED PRICE
	Inspection:		SOURCE
	Acceptance:		SOURCE
	FOB:		SOURCE
	FSCM:		52661
	Part number:		4084281-01
	Descriptive Data:		
	The contractor shall provide Updated Mod Augmentor Nozzle 4K (New), P/N 4084281-01 (MUP 28R) in accordance with Special Requirement H-006 in Section H of this contract.		
0077	CLIN Change		
	Noun:		UPDATED MOD AUGMENTOR NOZZLE 4K (MAX REOP)
	NSN:		2840K0214778HPT
	Contract type:		J - FIRM FIXED PRICE
	Inspection:		SOURCE
	Acceptance:		SOURCE
	FOB:		SOURCE
	FSCM:		52661
	Part number:		4084892-01
	Descriptive Data:		
	The contractor shall provide Updated Mod Augmentor Nozzle 4K (Max Reop), P/N 4084892-01 (MUP 28S) in accordance with Special Requirement H-006 in Section H of this contract.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

0078	CLIN Change		
------	-------------	--	--

Noun:	UPDATED PARTS AUGMENTOR MISC. 4K
NSN:	2840K0214778NPT
Contract type:	J - FIRM FIXED PRICE
Inspection:	SOURCE
Acceptance:	SOURCE
FOB:	SOURCE
FSCM:	52661
Part number:	4084897-01
Descriptive Data:	

The contractor shall provide Updated Parts Augmentor Misc. 4K, P/N 4084897-01(MUP 28T) in accordance with Special Requirement H-006 in Section H of this contract.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT:

C-001 INCORPORATED DOCUMENTS/REQUIREMENTS (Jan 2002)

All specifications, exhibits, drawings or other documents which are referred to in this contract, whether or not attached, are incorporated herein by reference.

Part I - The Schedule
SECTION D - PACKAGING AND MARKING

A. NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

AFMC FAR Sup Clauses

5352.247-9006 MARKING OF WARRANTED ITEMS (AFMC) (JUL 1997)
5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

B. Other Clauses in Full Text

D-001 AUTHORIZATION TO USE PROJECT NAME LABELS (JUN 1997)

The contractor shall utilize "Pacer Equal" project name labels for marking exterior shipping containers for USAF orders only.

Part I - The Schedule
SECTION E - INSPECTION AND ACCEPTANCE

A. NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. Federal Acquisition Regulation Clauses

52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

II. Defense FAR Sup Clauses

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

III. AFMC FAR Sup Clauses

5352.246-9001 INSPECTION AND ACCEPTANCE (AFMC) (JUL 1997)
para (a), offeror's plant location: 'Pratt & Whitney, East Hartford and Middletown, CT; and San Antonio, TX'
para (a), offeror's packaging or final inspection and acceptance location 'Pratt & Whitney, East Hartford and Middletown, CT; and San Antonio, TX'
5352.246-9002 Correction of Supplies Accepted with Deficiencies (AFMC) (Jul 1997)

B. AFMC FAR Sup Clauses in Full Text

AFMC 5352.246-9000 MATERIAL INSPECTION AND RECEIVING REPORT (OMB NO. 0704-0248)\n(AFMC) (JUL 1997)

(a) As specified by DFARS, Appendix F, Table 2, a copy of DD Forms 250 shall be forwarded to the following address:

(1) Forward the purchasing office copy to ASC/LPKB, Bldg 28, 2145 Monahan Way, Wright-Patterson Air Force Base, 45433-7017.

(2) For shipments involving Military Assistant Program (MAP), Grant Aid (GA), or Foreign Military Sales (FMS) requirements, an additional copy shall be sent to OC-ALC/LPIF, 3001 Staff Drive, Suite 2AB196A, Tinker AFB OK 73145-3031.

(3) Additional distribution of DD Forms 250 is to be made to the following address(es):

(A) ASC/LPP, Bldg 28, 2145 Monahan Way, Wright-Patterson Air Force Base, 45433-7017.

(B) OC-ALC/LPFMC, 3001 Staff Drive, Annex 4, Tinker AFB OK 73145-3031.

(b) These special instructions shall be included in any subcontract hereunder where the items purchased from the subcontractor are to be shipped directly to the U.S. Government or to a foreign destination.

(c) If the delivery of MAP, GA, or FMS items to foreign destinations as required, the copies of the DD Forms 250 required by DFARS, Appendix F, Table 2, shall be forwarded to the "ship to" address designated in the contract.

C. Other Clauses in Full Text

E-001 MATERIAL INSPECTION AND RECEIVING REPORTS - FMS (JAN 2002)

The contractor shall include the following information in Block 16 of the DD Form 250:

FMS Country
Case Identifier
Special Marking Instructions

Part I - The Schedule
SECTION F - DELIVERIES OR PERFORMANCE

A. NOTICE: the following contract clauses pertinent to this SECTION are hereby incorporated by reference:

Federal Acquisition Regulation Clauses

- 52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.247-29 F.O.B. ORIGIN (JUN 1988)
52.247-30 F.O.B. ORIGIN, CONTRACTORS FACILITY (APR 1984)
[Pursuant to FAR 47.303-2(a) and paragraph (a) of the
above-referenced clause, the designated F.O.B. origin
point is Contractor's facility - Pratt & Whitney
East Hartford and Middletown, CT.]
52.247-34 F.O.B. DESTINATION (NOV 1991)
52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (DEVIATION) (FEB 1999)
52.247-65 F.O.B. ORIGIN, PRE-PAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)

A. FAR Clauses in Full Text

52.211-11 Liquidated Damages (LD) -- Supplies, Services, or Research
and Development (Sept 2000) Deviation

(a) If the Contractor fails to deliver a Maintenance Upgrade Package (MUP) within the time specified in this contract, such that the delinquency adversely impacts any scheduled individual engine upgrade completion date, the Contractor shall, in lieu of actual damages, pay to the Government liquidated damages of \$276.00 per day for Depot (currently Tinker AFB) and \$240.00 per day for Field (currently Kadena AFB) per adversely impacted engine. This clause is not applicable to MUPs ordered in support of FMS customers under this contract. In no event shall the Contractor be responsible for liquidated damages in excess of \$1,600.00 per business day.

(b) A forbearance period (hereinafter referred to as a "grace period"), is hereby formalized. Prior to imposing liquidated damages, the Contractor shall be granted a grace period to remedy the delinquency within the number of days stipulated below and shall not be assessed LDs on individual MUPs during the grace period. LDs shall be assessed in the amounts specified in paragraph (a) above commencing the first business day after the grace period ends. The Administrative Contracting Officer (ACO) shall confirm in writing to the Contractor that a delinquency has adversely impacted the scheduled individual engine upgrade completion date. If, for any reason, LDs do not begin on the first day after the grace period, then LDs shall be applicable to the actual period specified in the ACO notification.

(c) MUP prices are divided into ranges defined below. (The "Individual MUP Price Range") The grace period applicable to the MUP will correspond to the MUP unit price. For example, if the unit price of a MUP is \$6,500.00, the Contractor shall be granted a 10-business day grace period. The first day of the grace period will be the first business day after the day on which an individual MUP became due to the Government. In this example, LDs would be assessed beginning on the eleventh business day of delinquency.

Individual MUP Price Range

Grace Period
Business Days to Remedy
Prior to LDs Imposed

\$1 - \$5,000
\$5,001 - \$50,000
\$50,001 - \$250,000
\$250,001 - highest MUP price

05
10
25
35

(d) Grace periods will be calculated independently for each engine. Therefore, grace periods for multiple MUPs will be computed such that the differences between overlapping occurrences reflect an overall grace period per adversely impacted engine. For example, if a 10-day grace period starts within a 25-day grace period such that it fits completely within it, then no additional charges would be made. However, if it occurred such that 5 days of the 10-day grace period went beyond the 25, then the total grace period would be 30 days.

(e) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(f) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

C. Other Clauses in Full Text

F-001 DELIVERY SCHEDULE (JAN 2002)

Deliveries for all CLINs established in the Basic Contract and modifications shall conform to the conditions outlined in this clause. A specific delivery schedule for each CLIN shall be stated in each individual delivery order. Specific monthly delivery quantities shall be coordinated, via e-mail, between the government and the contractor prior to order issuance. The first delivery shall begin within 12 months after delivery order contract award, and the last delivery on the order shall be no later than 24 months after delivery order contract award. The maximum quantity for this delivery schedule shall be 150 per year per CLIN. In the event the delivery order is awarded and the quantity per year exceeds the maximum quantity per year stated herein, the amount that exceeds the maximum shall be negotiated and stated in the individual delivery order. However, the amount within the maximum quantity shall be delivered in accordance with this clause. If a placed order is below the maximum quantity stated herein an acknowledgement letter will be forwarded with the order for the contractor to sign evidencing receipt of the unilaterally signed order. If the placed order is above the maximum quantity stated herein a letter RFP will be sent to the contractor and a delivery schedule shall be negotiated for the order.

F-002 ACCELERATED DELIVERY (JUN 1997)

The Contractor is authorized to exceed the delivery rate, or to complete performance of this contract prior to the time set forth in the schedule, provided that nothing contained herein shall obligate the Government to perform any of its obligations to the contractor at an earlier date than is set forth in this contract in order to assist the contractor to make deliveries on an accelerated basis.

Part I - The Schedule
SECTION G - CONTRACT ADMINISTRATION DATA

A. Air Force FAR Sup Clauses in Full Text

5352.232-9000

REMITTANCE ADDRESS (MAY 1996)

If the remittance address is different from the mailing address, enter the remittance address below.
Failure to provide this information may impact payment.

Chase Manhattan

1 Chase Manhattan Plaza

New York, NY 10081

Acct # 910-2-550812

ABA 021000021

B. Other Contract Clauses in Full Text

G-001

ACCOUNTING AND APPROPRIATION DATA (JAN 2002)

Accounting and appropriation data will be set forth on individual orders issued hereunder.

G-002

IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (JAN 2002)

In accordance with FAR 52.204-03, Taxpayer Identification Number is 060570975.

Part I - The Schedule
SECTION H - SPECIAL CONTRACT REQUIREMENTS

INDEX

Other Full Text Clauses

H-001	Reserved
H-002	Engineering Change Proposal Configuration (JAN 2002)
H-003	Comprehensive Engine Management System (CEMS) (JUN 1997)
H-004	Reserved
H-005	F100-PW-220E Warranty (JAN 2002)
H-006	Establishment of Kit Prices for All CLINs (JAN 2002)
H-007	Reserved
H-008	Reserved
H-009	Parts Obsolescence (JUN 1997)
H-010	Alternative Dispute Resolution Process (OCT 1999)
H-011	Reserved
H-012	Indefinite Quantity (JAN 2002)
H-013	Incorporation of Section K (JAN 2002)
H-014	Incorporation of Engineering Changes at No Additional Cost (JAN 2002)

Part I - The Schedule
SECTION H - SPECIAL CONTRACT REQUIREMENTS

Other Clauses in Full Text

H-001 RESERVED

H-002 ENGINEERING CHANGE PROPOSAL CONFIGURATION
(APPLICABLE TO ALL CLINs) (JAN 2002)

The contractor shall provide modification kits, also referred to as Maintenance Upgrade Packages (MUPs), for requirements as stipulated in individual orders under this contract in accordance with the current, USAF-approved configuration on the current, active F100-100/200/220 Component Improvement Program (CIP) contract managed at Wright-Patterson AFB, Ohio. OC-ALC/LP is responsible for configuration management of the F100-PW-220E Upgrade Kits. Configuration changes affecting the -220E MUP kits which meet the definition of Class I ECP per current Pratt & Whitney Configuration Management Plan, shall be submitted to and approved by OC-ALC/LP utilizing Configuration Control Board (CCB) procedures. The ASC/LPK contracting office shall send the notification of CCB results to the contractor and shall incorporate approved Class I changes by contract modification into contract F33657-97-D-2013, pursuant to FAR clause 52.243-1, "Changes - Fixed Price," regardless if there is a cost impact or not. The cost (price) impact will be calculated by comparing the value of the added part detail(s) to the value of deleted part detail(s) to be provided in conjunction with the technical proposal. Configuration changes meeting the definition of Class II ECP per current Pratt & Whitney Configuration Management Plan, shall be submitted by the contractor to the local DCM located at Pratt & Whitney, East Hartford, Connecticut for approval as Class II changes.

As part of the contractor's Class I engineering change submittal under the CIP contract, the contractor shall address the technical, schedule and cost impacts of the change as they relate to the -220E MUP kits.

See H-014, "INCORPORATION OF ENGINEERING CHANGES AT NO ADDITIONAL COST"

H-003 COMPREHENSIVE ENGINE MANAGEMENT SYSTEM (CEMS) (JUN 1997)

The contractor shall provide information to the USAF engine data tracking program for USAF hardware only. The hardware for FMS/EPG shall not be input into the USAF data tracking program. The contractor shall report all data for USAF engine usage that occurs at the contractor's facility by electronic or direct inputting into the USAF DO42 system in accordance with Technical Order 00-25-254-1.

H-004 RESERVED

H-005 F100-PW-220E WARRANTY (JAN 2002)

Part I WARRANTY OF SUPPLIES OF A COMPLEX NATURE

A. Definitions

1. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered as partial or complete performance of the contract.

2. "Correction," as used in this clause, means the elimination of a defect.

3. "Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

4. "Installation," as used in this clause, is defined as the date the engine in which the warranted supplies are installed is released by USAF for operational use.

B. Contractor's Obligation

1. The Contractor warrants for every USAF kit ordered subsequent to this contract modification that for a period of 240 days after installation, with Government installation to occur within two years after acceptance, all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

2. Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph B.1 of this clause and shall run from the date of delivery of the corrected or replaced supplies.

3. The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

4. The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

5. When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the F.O.B. point or point of acceptance) to the Contractor's plant and return.

6. All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation contained in this contract.

7. The Contractor's repair/replacement effort under this warranty clause is governed by ISO 9002 or current equivalent.

C. Remedies Available to the Government

1. In the event of the breach of the Contractor's warranty in paragraph B.1 of this clause, the Government may, at no increase in contract price, require the Contractor, at the place of delivery specified in the contract (irrespective of the F.O.B. point or point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies.

2. If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph B.3 of this clause, the Government shall be entitled to a mutually agreed-to equitable reduction in the contract price.

3. Within 45 days after discovery of any breach of warranty in Paragraph B of this clause,

notification to the contractor shall be made in accordance with TO 00-35D-54, DLAR 4155.24, or with a Contracting Officer letter. The contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with the Contracting Officer direction. In the event it is later determined that the contractor did not breach the warranty as stipulated above, the contract price will be equitably adjusted. Any disagreement regarding the existence of a breach of warranty shall be subject to the Disputes Clause.

4. If supplies are corrected or replaced by the Contractor, the Government shall have an additional 45 days from the furnishing or return of the supply by the Contractor to the Government to discover whether the corrected or replaced supply has a defect, and notify the contractor of this discovery.

5. The Contractor shall deliver such corrected supplies to the Government within 45 calendar days, hereafter referred to as "turn time". This 45-day turn time period shall be calculated from the date of receipt of the defective or nonconforming supplies at the Contractor's warranty repair facility to the date the corrected supplies are tendered to the Government. If the parties agree that an unserviceable item should be subjected to an investigation or any other Government-directed action, the above turn time period shall be extended on a day-to-day basis until such investigation, inspection or other action is completed. In accordance with Contract Data Requirements List (CDRL) A001, Exhibit A to this contract, the Contractor shall, as part of the quarterly Warranty Performance Report, provide data on any defective or nonconforming supplies which exceeded the required 45-day turn time during the quarter. Additionally, the Contractor shall submit to the government, a one-page rationale explaining the delinquency immediately following each 45-day turn time delinquency. The government shall request consideration proposals from the Contractor as appropriate. (DI-MNTY-81217)

6. The rights and remedies of the Government by this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

PART II F100-PW-220E COMPLETE ENGINE RELIABILITY WARRANTY

A. F100-PW-220E Unscheduled Engine Removals (UER) Warranty

The Contractor shall warrant that on an annual basis, the UER rate for Government upgraded USAF F100-PW-220E engines will not exceed the UER rate for F100-PW-220 engines over the fleet operating period beginning upon installation of the first engine (modified with Contractor provided kit hardware) on an operational aircraft and ending two (2) years after the installation of the last engine (modified with Contractor provided hardware) on an operational aircraft. Assessments on UER will be made every 12 months. If the F100-PW-220E UER rate exceeds the F100-PW-220 UER rate at the conclusion of every 12 month period then the Contractor shall provide the Government a credit allowance valued at \$25,000 for each excess removal.

B. Definitions

1. -220 Engine - Any USAF owned engine that has been delivered under contract F33657-97-C-2014 and has not been modified or upgraded to another configuration (e.g., -220P)

2. 220E Engine - Any USAF owned engine that has been upgraded to the 220E configuration by incorporation of a kit delivered under contract F33657-97-D-2013 or previous contracts and subsequent mutually agreed and approved ECPs.

3. UER Rate - UER divided by EFH and multiplied by 1000. Represents the UERs per 1000

engine flying hours.

4. Credit Allowance - The term "credit allowance(s)" as used herein means financial credits which may be applied as downward adjustments to this contract. Alternatively, the Contractor and Government may mutually agree to any other form of compensation (e.g., parts, services, etc.) in lieu of financial credits.

5. EFH - Engine flight hours represent total flight time of engines (-220 or -220E) as measured by the engine monitoring system or as reported by the flight crew for the guarantee period of an F-15 and F-16 fleetwide basis. For ease of administration, Total Operating Time (TOT) may be tracked and then converted to EFH utilizing a mutually acceptable factor.

6. SER - A scheduled engine (-220 or -220E) removal from the aircraft for the causes stipulated and defined in T. O. 00-25-254-1 and summarized as usage and non-usage codes as follows:

793, 798, 802, 804, 866, 867, 878, 879, A, E, R

7. TOT - The phrase "Total Operating Time" (TOT) as used herein means that engine operating Time and hours above 260 degrees C Fan Turbine Inlet Temperature (FTIT) as measured by the Engine Monitoring System (EMS) engine time clock and tracked by the applicable flight and configuration tracking system.

8. UER - An unscheduled engine (-220 or -220E) removal from the aircraft for the causes stipulated and defined in T. O. 00-25-254-1 and summarized as usage and non-usage codes as follows:

069 136 137 138 139 140 141 142 143 144 145
146 147 148 149 151 151 152 153 154 155 156
158 159 160 162 175 176 177 178 179 180
181 182 183 184 185 186 187 188 189 191 192
193 194 195 196 197 198 199 200 201 202 203
204 205 206 207 208 209 211 212 223 224 225
226 227 228 277 279 314 315 317 334 372 410
458 464 475 479 484 513 537 561 690 868
877 880 881 916 917

C. Computations

The Contractor shall prepare separate fleetwide averages for the -220 and -220E UER rate per 1000 EFH. Computations of rates shall be made every 12 months beginning two years after the first installation on an aircraft modified with a Contractor provided kit. Joint USAF and Contractor reconciliation of the -220 and -220E UER averages will be conducted annually.

1. The formula to determine the UER rate for fleet averages shall be as follows:

$$\text{UER Rate} = [\text{UER/EFH}] \times 1000$$

2. When the -220E UER rate exceeds the -220 UER rate, use the following formula to determine the credit allowance.

$$\text{Allowance} = \$25,000 \times [(-220\text{E UER Rate} - -220 \text{ UER Rate}) \times -220\text{E EFH}/1000]$$

3. If the -220E UER rate is equal to or less than the -220 UER Rate, there shall be no credit allowance.

4. All removal rates referenced in this clause shall be rounded to the first decimal place using

standard rounding procedures (i.e., second decimal place reflecting five (5) or higher shall result in the first decimal place being rounded to the next higher number).

D. Exceptions and Conditions

1. Engine removals that result exclusively from the following conditions shall not be included in UER computations:

- (a) Foreign object damage (unless ingested at the Contractor's plant)
- (b) Battle damage or combat damage
- (c) Act of God
- (d) Improper or negligent installation, operation, or maintenance of the engine, module, component, part, or support equipment (unless such actions were the direct result of contractor activity).
- (e) Experimental test where (a) the engine operates within the engine operating envelope and the cause of the failure attributable to the test or (b) the engine operates outside the engine operating envelope.

2. Removals caused by parts not procured from the Contractor shall not be counted as actual removals in the calculations stipulated in this clause. In addition, removals caused by Government replaced parts which are incorporated during initial upgrade or subsequent to initial upgrade and have life limits less than what is required to meet the next scheduled removal shall also not be counted as actual removals in the calculations stipulated in this clause.

3. Government maintenance practices must be adhered to in accordance with all applicable TCTOs for items such as full module builds, engine builds, tests, and part modifications. TCTOs must be validated in writing by the Contractor. Any revisions to TCTOs must continue to receive Contractor validation otherwise engine UERs subject to unvalidated TCTO actions shall be excluded from the calculation stipulated by this clause.

4. If the cause for removal is coded as stipulated in the definition of UER, and it is later determined that the cause for removal was the result of those exceptions as stipulated in paragraph D, or it is later determined that the cause for removal was miscoded in CEMS or 66-1 any appropriate removal code is non-chargeable, then such removals shall not be included in the data to be utilized in the formulas stated herein.

5. If the engine removal was corrected by replacing a Line Replaceable Unit (LRU) as defined in Table A, such removals shall not be included in the data to be utilized in the formula stated herein.

E. Contract Changes

1. Any negotiated changes in contract F33657-84-C-2014 that impact the number of chargeable engine removals for the -220 engine will also apply to this clause. This warranty is contingent on the mutual acceptance of both parties of any changes in the scheduled maintenance plan for either the -220 or -220E engine.

2. The Contractor maximum liability for potential UER reimbursement to the USAF shall not exceed five percent (5%) of the value of all orders placed under contract F41608-90-D-1538 and this contract.

Table A appears on the next page.

TABLE A

PART II WARRANTY

Line Replaceable Units (LRUs)

Controls

Alternator Rotor
Alternator Stator
Anti-Ice Valve
Augmentor Control
Augmentor Ignitor
Augmentor Pump
Augmentor Pump Control
CENC
CIVV Master
DEEC
Dual Excitors
Electrical Cables*
Engine Diagnostic Unit
Gas Generator Control
Gear Main Fuel Pump
Light Off Detector
Main Ignitors
N1 Sensor
P&D Valve
Primary Flexible Shaft (Left)
Primary Flexible Shaft (Right)
Primary Nozzle Actuator
PS2 Probe
PT6 Probe
RCVV Actuator
Secondary Flexible Shaft**
SMR Codes
Secondary Nozzle Actuator**
TT2 to Sensor
FTIT Probes***

Lube System

Oil Filter
*Cold Start Relief Valve
Delta P Indicator
*Element in

Oil Tank
Fuel Oil Cooler

Others

Flameholder
Breather Pressurizing Valve
Chip Detector
Compressor Bleed Cylinder
Compressor Inlet Cone

**PAO" Coded only F100-PW-220/-220E

**Bottom 2 only

***Bottom 4 only

Additionally, any engine removal for inspection or maintenance action for items not listed above which are authorized by the USAF Job Guides (Technical Manuals) for the F-15 and F-16 aircraft shall not be included in the data to be utilized in the formula stated herein. The CIVV Slave, Air Oil Coolers, and the Augmentor Module shall be included.

H-006

ESTABLISHMENT OF KIT PRICES FOR ALL CLINS (JAN 2002)

(a) The purpose of this clause is to provide unit prices for all CLINs established in the Basic Contract and modifications, for FY97-FY08. The kit price matrices at Attachment 2 contain firm fixed prices for Fiscal Year (FY) 1997 - 2004 orders. The parties will mutually agree to a schedule for submission of proposal and negotiation of firm fixed prices for FY2005-FY2008 orders. The prices set forth herein are for all orders placed on this contract. See Section J, Attachment 2 - MUP Prices.

(b) At the end of each Fiscal Year of this contract, a downward only price adjustment shall be made based on the TOTAL number of identical kits bought under this contract only for that fiscal year. Identical kits (part numbers) for both non-FMS and FMS customers will be added together to determine the total quantity of each type of kit sold during each fiscal year period for purposes of calculating the final fiscal year period prices. The ASC Contracting Office and the contractor will utilize the Attachment 2 price matrices to determine the amount of adjustment due. The contractor shall submit an adjustment proposal to the ASC Contracting Office not later than 60 days after the end of each Fiscal Year. The ASC Contracting Office will negotiate a total price adjustment due from the contractor. The price adjustment paid shall be in dollars, kits, or both, whichever the customer specifies. The contractor shall submit the adjustment payment to the USAF, or a contract adjustment shall be made, not later than 60 days after completion of the adjustment negotiations. Ordering additional kits using the adjustment dollars shall be

based on mutual agreement of the parties at the newly established downward adjusted price. Additional kits ordered using prior year adjustment dollars will not be included in subsequent calendar year quantity/price adjustment. After the price adjustment has been negotiated at the end of each FY, the contractor shall bill at the newly adjusted price. The contractor shall adjust payments made prior to the downward price adjustment to reflect the newly adjusted price.

H-007 RESERVED

H-008 RESERVED

H-009 Parts Obsolescence (JUN 1997)

Should an electronic part or component currently in the priced Bill of Material be discontinued and no interchangeable part be commercially available or no replacement part be developed under U.S. Government funding, the contractor shall not be obligated to deliver the affected part under this contract and the Government shall be due an equitable adjustment the contract. The Contractor shall notify the Contracting Officer in writing within 5 business days of discovery of the obsolescence along with the contract price of each part. The Government shall notify the Contractor within ten business days after the obsolescence notification whether or not the order is to be processed. If so, a deobligation will be taken to the MUP SubCLIN for the obsolescence. This clause shall not provide cost relief to the contractor should the contractor experience price increases on existing Bill of Material part from the supplier base.

H-010 Alternative Dispute Resolution Process (Oct 1999)

The parties hereby acknowledge and incorporate the "Overarching Principles Between the Department of the Air Force and United Technologies Corporation Concerning Use of Alternative Dispute Resolution Processes," signed by Pratt & Whitney on 19 February 1999 and the USAF on 25 February 1999 and is included in Section J, Attachment 6 to this contract."

H-011 RESERVED

H-012 INDEFINITE QUANTITY (JAN 2002)

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The maximum dollar amount the Government may order under this contract is \$833,000,000.00; the minimum amount is \$1,000,000.00.

H-013 INCORPORATION OF SECTION K (JAN 2002)

Section K of the solicitation is hereby incorporated by reference.

H-014 INCORPORATION OF ENGINEERING CHANGES AT NO ADDITIONAL COST (JAN 2002)

The parties agree that each Engineering Change Proposal with a net change of +/- \$1,500 has no affect on the contract price.

If the change exceeds the \$1,500 threshold of this clause, see Special Contract Requirement H-002, "Engineering Change Proposal Configuration."

Part II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES (CONT)

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Clauses: are up-to-date through: FAR: FAC 2001-03 (2001-02 Partial); DFAR: DCN20011206;
DL: DL 98-021; Class Deviations: CD 2001o0002; AFFAR: 1996 Edition; AFMCFAR: AFMCAC 97-8;
AFAC: AFAC 96-4; IPN: 98-009

A. NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. Federal Acquisition Regulation Clauses

- | | |
|-----------|--|
| 52.202-1 | DEFINITIONS (DEC 2001) |
| 52.203-3 | GRATUITIES (APR 1984) |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES (APR 1984) |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) |
| 52.203-7 | ANTI-KICKBACK PROCEDURES (JUL 1995) |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997) |
| 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) |
| 52.209-6 | PROTECTING THE GOVT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) |
| 52.211-5 | NEW MATERIAL (AUG 2000) |
| 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990) |
| 52.215-2 | AUDIT AND RECORDS - NEGOTIATION (JUN 99) |
| 52.215-8 | ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997) |
| 52.215-9 | CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) |
| 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) |
| 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) |
| 52.215-14 | INTEGRITY OF UNIT PRICES (OCT 1997),
ALTERNATE I (OCT 1997) |
| 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998) |
| 52.215-17 | WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(The above-referenced clause applies only if the Contractor <u>does not</u> propose facilities capital cost of money in its offer.) |
| 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997) |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) |
| 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997), ALTERNATE II (OCT 1997) |
| 52.216-18 | ORDERING (OCT 1995)
<u>Para (a), Issued from date is 1 Jul 1997</u>
<u>Para (a), Issued through date is 30 Sep 2008</u> |
| 52.216-19 | ORDER LIMITATIONS (OCT 1995) |

Para (a). Insert dollar amount or quantity. \$500
 Para (b)(1). Insert dollar amount or quantity. 150 MUPs per year per CLIN.
 Para (b)(2). Insert dollar amount or quantity. 150 MUPs per year per CLIN.
 Para (b)(3). Insert number of days. 365 days
 Para (d). Insert number of days. 30 days
 52.216-22 INDEFINITE QUANTITY (OCT 1995)
 Para (d). Date is 30 Sep 2010
 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2001)
 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (DEC 1996)
 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
 52.222-26 EQUAL OPPORTUNITY (FEB 1999)
 52.222-29 NOTIFICATION OF VISA DENIAL (FEB 1999)
 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the
 Vietnam Era, and Other Eligible Veterans (Dec 2001)
 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (JUN 1998)
 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the
 Vietnam Era, and Other Eligible Veterans (Dec 2001)
 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
 52.225-8 DUTY-FREE ENTRY (FEB 2000)
 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF
 CONTRACT (FEB 2000)
 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED
 ECONOMIC ENTERPRISES (JUN 2000)
 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND
 COPYRIGHT INFRINGEMENT (AUG 1996)
 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (JAN 1991)
 52.229-5 TAXES - CONTRACT PERFORMED IN U.S. POSSESSIONS OR
 PUERTO RICO (APR 1984)
 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
 52.232-1 PAYMENTS (APR 1984)
 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
 52.232-9 LIMITATIONS ON WITHHOLDING OF PAYMENTS (APR 1984)
 52.232-11 EXTRAS (APR 1984)
 52.232-16 PROGRESS PAYMENTS (JUL 1991)
 52.232-17 INTEREST (JUN 1996)
 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986),
 ALTERNATE I (APR 1984)
 52.232-25 PROMPT PAYMENT (MAY 2001)
 Para (b)(1), Contract financing payments shall be made on the 30th day.
 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR
 REGISTRATION (MAY 1999)
 52.233-1 DISPUTES (DEC 1998), ALTERNATE I (DEC 1991)
 52.233-3 PROTEST AFTER AWARD (AUG 1996)
 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT
 TITLE III (DEC 1994)
 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)
 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987)
- 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
- 52.243-7 NOTIFICATION OF CHANGES (APR 1984)
- Para (b), Number of calendar days is '30 days'
- Para (d), Number of calendar days is '30 days'
- 52.244-2 SUBCONTRACTS (AUG 1998)
- Para (e), approval required on subcontracts to: N/A
- Para (k), Paragraphs (d) and (f) of this clause do not apply to the following subcontracts which were evaluated during negotiations: N/A
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DEC 2001)
- 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)
- TITLE NUMBER: ISO 9001
- DATE OF TAILORING: 1994 or current equivalent
- 52.246-24 LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997)
- 52.248-1 VALUE ENGINEERING (FEB 2000)
- Para (m), Contract number, F33657-97-D-2013
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

II. Defense FAR Sup Clauses

- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
- 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
- 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEARFORCES (INF) TREATY (NOV 1995)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- 252.211-7000 ACQUISITION STREAMLINING (DEC 1991)
- 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
- 252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)
- Para (a), Type of contractual action is _____
- Para (a), Type of proposal is _____
- Para (b), Schedule for definitization is as follows: _____
- Para (d), Type of definitive contract is _____
- Para (d), Not-to-exceed amount is _____
- 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
- 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)
- Supplies to be accorded duty-free entry are: Inlet Cases
- 252.225-7009 DUTY-FREE ENTRY -- QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND

- COMPONENTS) (AUG 2000)
- 252.225-7010 DUTY-FREE ENTRY - ADDITIONAL PROVISIONS (AUG 2000)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)
- 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (DEC 2000)
- 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000)
- 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (MAR 1998)
- Para (b)(1), Sales to the Government(s) of:
Australia, Taiwan, Egypt,
Greece, Israel, Japan, Jordan, Republic
of Korea, Kuwait, Pakistan, Philippines,
Saudi Arabia, Turkey, Thailand, or
Venezuela, Singapore, Bulgaria, Belgium
Italy, Poland, Brazil, Portugal, Denmark, Netherlands
- 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (DEC 1991)
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
- 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (Sep 2001)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.232-7002 PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS (DEC 1991)
- 252.232-7004 DOD PROGRESS PAYMENT RATES (FEB 1996)
- 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
- 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING (DEC 2000)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
- 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)
- 252.249-7002 NOTIFICATION OF ANTICIPATED PROGRAM TERMINATION OR REDUCTION (DEC 1996)

III. Air Force FAR Sup Clauses

- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996) Para (d) Substances are: None
- 5352.225-9000 EVIDENCE OF SHIPMENT ON FOREIGN MILITARY SALES (FMS) CONTRACTS (MAY 1996)

IV. Air Force Materiel Command FAR Sup Clauses

- 5352.216-9004 AUTHORITY TO ISSUE ORDERS (JUL 1997)
Procuring Contracting Officers authorized: Only
Agency: ASC/LPK Contracting Office
- 5352.219-9002 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUL 1997)
Subcontracting Plan dated: 24 Oct 01
- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (Jul 1997)
- 5352.243-9002 NOT-TO-EXCEED/NOT-LESS-THAN AGREEMENTS (AFMC) (APR 2001)

B. FAR Clauses in Full Text

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Defense Acquisition Deskbook: <http://www.deskbook.osd.mil>
Air Force FAR Site: <http://farsite.hill.af.mil/>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the date of the clause.

(b) The use in this solicitation or contract of any _____. [insert regulation name] (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

<u>DOCUMENT</u>	<u>TITLE AND DATE</u>	<u>NO. OF PAGES</u>
ATCH 1	RESERVED	
ATCH 2	MUP Pricing (See H-006), 21 Dec 01	13
ATCH 3	RESERVED	
ATCH 4	RESERVED	
ATCH 5	RESERVED	
ATCH 6	Alternative Dispute Resolution Process, 19 Oct 99	2
ATCH 7	Engineering Changes incorporated into Contract F33657-97-D-2013, 25 Oct 01	10
EXHIBIT A	Contract Data Requirements List (CDRL), 25 Jan 02 DD Form 1423	3

AWARD/CONTRACT				1. PAGE 1 OF 43	
2. PROC INSTRUMENT ID NO. (PIIN) F33657-97-D-2013		3. EFFECTIVE DATE 26 JUN 1997		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
6. ISSUED BY USAF/AFMC AERONAUTICAL SYSTEMS CENTER (ASC) 2145 MONAHAN WAY BLDG 28 WRIGHT-PATTERSON AFB, OH 45433-7017 BUYER: CAPT LEE R. KAIR, ASC/LPKB (937) 255-7243 x 3008				7. ADMINISTERED BY DCMC PRATT & WHITNEY WEST PALM BEACH PO BOX 109600 WEST PALM BEACH FL 33410-9600	
8. CONTRACTOR (Name and Address) CODE 52661 UNITED TECHNOLOGIES CORPORATION PRATT & WHITNEY GOV'T ENGINES & SPACE PROPULSION PO BOX 109600 WEST PALM BEACH, FL 33410-9600				5. CERTIFIED FOR NATIONAL DEFENSE UNDER BOC REG 2/DMS DO-A1B REG 1 RATING	
9. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN				10. DISCOUNT FOR PROMPT PAYMENT	
11. AUTHORIZED RATE A. PROGRESS PAY 75 % B. RECOUP 75 % 12. CONTRACT PERCENT FEE % 13. PAYMENT WILL BE MADE BY CODE SC1020 DFAS-COLUMBUS CENTER DFAS-CO/SOUTHEAST DIVISION PO BOX 182225 COLUMBUS, OH 43218-2225 IF "9" FOR MULTIPLE DISBURSING FACILITIES SEE SECT "G"				1. N NET	
				2. % DAYS OTHER IF "9" SEE SECT "B"	
				3. % DAYS	
14. PURCHASE OFFICE POINT OF CONTACT AMZ/A7D/AMZ				15. SVC/AGENCY USE	
16. TYPE CONTRACTOR C				17. SECURITY A. CLAS U B. DATE OF DD 254	
CONTRACT ADMINISTRATION DATA					
18. FAST PAY		B. CONTRACT KIND 2 TYPE 9		C. ABSTRACT RECIP ADP POINT	
				D. SPL CONT PROVISIONS	
				E. CONT ADMIN FUNC LMT	
19. (RESERVED)		20. DATE SIGNED		21. SURV CRIT C	
				22. TOTAL AMOUNT Min. \$1,000,000.00 Max. \$485,000,000.00	
23. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 10 USC 2304(C) (1) 1: 41 USC 253(C) 1					
24. TABLE OF CONTENTS (The following sections marked "X" are contained in the contract)					
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X	SEC	DESCRIPTION	PAGE(S)	X	SEC
X	A	SOLICITATION/CONTRACT FORM	1	X	I
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH	
X	C	DESCRIPTION/SPECS/WORK STATEMENT	1	X	J
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	3	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE	1	L	INSTRS., CONDS., AND NOTICES TO OFFER
X	G	CONTRACT ADMINISTRATION		M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS	9		
CONTRACTING OFFICER WILL COMPLETE BLOCK 25 OR 29, AS APPLICABLE					
25. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified herein for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)			29. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed herein. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
26. CONTRACTOR BY <u>Marvin G. Spallina</u> (Signature of Contracting Officer)			30. UNITED STATES OF AMERICA BY <u>Deanna F. Hall</u> (Signature of Contracting Officer)		
27. NAME AND TITLE OF SIGNER (Type or Print) Marvin G. Spallina, Director, Contracts		28. DATE SIGNED 19 June 97		31. NAME OF CONTRACTING OFFICER (Type or Print) DEANNA F. HALL Contracting Officer	
		32. DATE SIGNED 26 JUN 1997			

Part I - The Schedule
SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

This contract, for the supplies specified in the Schedule, is a five year indefinite delivery indefinite quantity delivery order contract to procure F100-PW-220E Upgrade kits. Unit prices for items scheduled for delivery are listed in Clause H-006, "Establishment of Kit Prices for CLINs 0001 - 0048".

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY U/I</u>	<u>UNIT PRICE</u>
0001	Info CLIN Establish noun: Engine Assembly Upgrade Kit descriptive data: The contractor shall provide Engine Assembly Upgrade kit, P/N 4077109-06 Maintenance Upgrade Package(MUP 1) in accordance with Special Provision H-006 in Section H of this contract.		
0002	Info CLIN Establish noun: Engine Assembly Upgrade Kit descriptive data: The contractor shall provide Engine Assembly Upgrade kit, P/N 4083977 (MUP 1a) in accordance with Special Provision H-006 in Section H of this contract.		
0003	Info CLIN Establish noun: Inlet Fan Upgrade descriptive data: The contractor shall provide Inlet Fan Upgrade kit, P/N 4076358-01 (MUP 2) in accordance with Special Provision H-006 in Section H of this contract.		
0004	Info. CLIN Establish noun: Inlet Fan Mod. descriptive data: The contractor shall provide Inlet Fan Mod. kit, P/N 4083980 (MUP 2A) in accordance with Special Provision H-006 in Section H of this contract.		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (CONT)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY U/I</u>	<u>UNIT PRICE</u>
0005	Info CLIN Establish noun: Redesigned CIVV Sq Drive descriptive data: The contractor shall provide Redesigned CIVV Sq Drive kit, P/N 4083976 (MUP 2B) in accordance with Special Provision H-006 in Section H of this contract.		
0006	RESERVED		
0007	RESERVED		
0008	Info CLIN Establish noun: Core Mod Upgrade descriptive data: The contractor shall provide Core Mod Upgrade kit, P/N 4076359 (MUP 3) in accordance with Special Provision H-006 in Section H of this contract.		
0009	Info CLIN Establish noun: Fuel Manifold Kit descriptive data: The contractor shall provide Fuel Manifold kit, P/N 4084727 (MUP 3A) in accordance with Special Provision H-006 in Section H of this contract.		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (CONT)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY U/I</u>	<u>UNIT PRICE</u>
0010	Info CLIN Establish noun: Fuel Manifold "J" Bracket Kit descriptive data: The contractor shall provide Fuel Manifold "J" Bracket kit, P/N 4084043 (MUP 3B) in accordance with Special Provision H-006 in Section H of this contract.		
0011	Info CLIN Establish noun: Fuel Manifold Kit (Gold Nickel) descriptive data: The contractor shall provide Fuel Manifold kit (Gold Nickel), P/N 4084276, (MUP 3C) in accordance with Special Provision H-006 in Section H of this contract.		
0012	Info CLIN Establish noun: RCVV Bracket Axial Stop, Brackets/Pump Handle kit The contractor shall provide RCVV Bracket Axial Stop, Brackets/Pump Handle kit, P/N 4084277 (MUP 3D) in accordance with Special Provision H-006 in Section H of this contract.		
0013	Info CLIN Establish noun: Fan Drive Turbine Upgrade descriptive data: The contractor shall provide Fan Drive Turbine Upgrade kit, P/N 4076360-02 (MUP 4) in accordance with Special Provision H-006 in Section H of this contract.		
0014	Info CLIN Establish noun: FTIT Vane Kit descriptive data: The contractor shall provide FTIT Vane kit, P/N 4073038-01 (MUP 4A) in accordance with Special Provision H-006 in Section H of this contract.		
0015	RESERVED		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (CONT)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY U/I</u>	<u>UNIT PRICE</u>
0016	Info CLIN Establish noun: Front Fan Reop Kit (HONEY COMB) descriptive data: The contractor shall provide Front Fan Reop kit (honey comb), P/N 4076362 (MUP 6) in accordance with Special Provision H-006 in Section H of this contract.		
0017	Info CLIN Establish noun: Front Fan Duct Chem Milled Kit descriptive data: The contractor shall provide Front Fan Duct Chem Milled kit, P/N 4084279 (MUP 6A) in accordance with Special Provision H-006 in Section H of this contract.		
0018	Info CLIN Establish noun: Rear Fan Duct Reop Kit (HONEY COMB) descriptive data: The contractor shall provide Rear Fan Duct Reop kit (honey comb), P/N 4076363 (MUP 7) in accordance with Special Provision H-006 in Section H of this contract.		
0019	Info CLIN Establish noun: Rear Fan Duct Chem Milled Kit descriptive data: The contractor shall provide Rear Fan Duct Chem Milled kit, P/N 4084280 (MUP 7A) in accordance with Special Provision H-006 in Section H of this contract.		
0020	Info CLIN Establish noun: Flame Holder Reop descriptive data: The contractor shall provide Flame Holder Reop kit, P/N 4076365 (MUP 9) in accordance with Special Provision H-006 in Section H of this contract.		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (CONT)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY U/I</u>	<u>UNIT PRICE</u>
0021	Info CLIN Establish noun: Exciter Reop Kit descriptive data: The contractor shall provide Exciter Reop kit, P/N 4076366, (MUP 10) in accordance with Special Provision H-006 in Section H of this contract.		
0022	Info CLIN Establish noun: Aug. Nozzle Act. Reop Kit descriptive data: The contractor shall provide Aug. Nozzle Act. Reop kit, P/N 4076367 (MUP 11) in accordance with Special Provision H-006 in Section H of this contract.		
0023	Info CLIN Establish noun: Aug. Fuel Pump Reop Kit descriptive data: The contractor shall provide Aug. Fuel Pump Reop kit, P/N 4076368 (MUP 12) in accordance with Special Provision H-006 in Section H of this contract.		
0024	Info CLIN Establish noun: MFGP Reop Kit (Canted Filter, F15 & F16) descriptive data: The contractor shall provide MFGP Reop kit (Canted Filter, F15 & F16), P/N 4076369 (MUP 13) in accordance with Special Provision H-006 in Section H of this contract.		
0025	Info CLIN Establish noun: FDT Case Reop Kit descriptive data: The contractor shall provide FDT Case Reop kit, P/N 4076370 (MUP 14) in accordance with Special Provision H-006 in Section H of this contract.		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (CONT)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY U/I</u>	<u>UNIT PRICE</u>
0026	RESERVED		
0027	RESERVED		
0028	Info CLIN Establish noun: F-15, Ejector Cooling Kit descriptive data: The contractor shall provide F-15, Ejector Cooling kit, P/N 4076372 (MUP 16) in accordance with Special Provision H-006 in Section of this contract.		
0029	Info CLIN Establish noun: No. 2 Bearing Seal Kit descriptive data: The contractor shall provide No. 2 Bearing Seal kit, P/N 4074824 (MUP 17) in accordance with Special Provision H-006 in Section H of this contract.		
0030	Info CLIN Establish noun: Fan Exit Guide Vane Reop Kit descriptive data: The contractor shall provide Fan Exit Guide Vane Reop kit, P/N 4074506 (MUP 18) in accordance with Special Provision H-006 in Section H of this contract.		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (CONT)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY U/I</u>	<u>UNIT PRICE</u>
0031	Info CLIN Establish noun: P&D Valve Reop Kit descriptive data: The contractor shall provide P&D Valve Reop kit, P/N 4075213 (MUP 19) in accordance with Special Provision H-006 in Section H of this contract.		
0032	RESERVED		
0033	Info CLIN Establish noun: Baseline Kit descriptive data: The contractor shall provide Baseline kit, P/N 4073037-01 (MUP 21a) in accordance with Special Provision H-006 in Section H of this contract.		
0034	Info CLIN Establish noun: Baseline Kit descriptive data: The contractor shall provide Baseline kit, P/N 4083981 (MUP 21B) in accordance with Special Provision H-006 in Section H of this contract.		
0035	Info CLIN Establish noun: No. 5 Bearing Post Shutdown Kit descriptive data: The contractor shall provide No. 5 Bearing Post Shutdown kit, P/N 4083272, (MUP 21C) in accordance with Special Provision H-006 in Section H of this contract.		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (CONT)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY U/I</u>	<u>UNIT PRICE</u>
0036	Info CLIN Establish noun: Nomex Cables/Attaching Hardware Kit descriptive data: The contractor shall provide Nomex Cables/Attaching Hardware kit, P/N 4077998-01, (MUP 27A) in accordance with Special Provision H-006 in Section H of this contract.		
0037	Info CLIN Establish noun: Aug. Duct Reop Kit descriptive data: The contractor shall provide Aug. Duct Reop kit, P/N 4078278 (MUP 28) in accordance with Special Provision H-006 in Section H of this contract.		
0038	Info CLIN Establish noun: Aug. Duct Finger Seal Kit descriptive data: The contractor shall provide Aug. Duct Finger Seal kit, P/N 4082978 (MUP 28A) in accordance with Special Provision H-006 in Section H of this contract.		
0039	Info CLIN Establish noun: Aug. Convergent Nozzle Segment Seal Kit descriptive data: The contractor shall provide Aug. Convergent Nozzle Segment Seal, P/N 4084028, (MUP 28B) in accordance with Special Provision H-006 in Section H of this contract.		
0040	RESERVED		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (CONT)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY U/I</u>	<u>UNIT PRICE</u>
0041	Info CLIN Establish noun: Aug. Liner Reop Kit descriptive data: The contractor shall provide Aug. Liner Reop kit, P/N 4078279 (MUP 29) in accordance with Special Provision H-006 in Section H of this contract.		
0042	Info CLIN Establish noun: Aug. Duct Assembly Kit descriptive data: The contractor shall provide Aug. Duct Assembly kit, P/N 4078280 (MUP 30) in accordance with Special Provision H-006 in Section H of this contract.		
0043	Info CLIN Establish noun: F-15 Fuel Pump Filter descriptive data: The contractor shall provide F-15 Fuel Pump Filter kit, P/N 4078285 (MUP 32) in accordance with Special Provision H-006 in Section H of this contract.		
0044	Info CLIN Establish noun: Sprayrings/Flameholder Kit descriptive data: The contractor shall provide Sprayrings/Flameholder kit, P/N 4077995-02 (MUP 33B) in accordance with Special Provision H-006 in Section H of this contract.		
0045	Info CLIN Establish noun: Sprayrings Hardware Kit descriptive data: The contractor shall provide Sprayrings Hardware kit , P/N 4084027 (MUP 33C) in accordance with Special Provision H-006 in Section H of this contract.		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (CONT)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY U/I</u>	<u>UNIT PRICE</u>
0046	Info CLIN Establish noun: Sprayrings/Attaching Hardware Kit descriptive data: The contractor shall provide Sprayrings/Attaching Hardware kit, P/N 4063606 (MUP 35) in accordance with Special Provision H-006 in Section H of this contract.		
0047	Info CLIN Establish noun: Intermediate Level Kit (Support Equip.) descriptive data: The contractor shall provide Intermediate Level kit (Support Equip.), P/N 4084445 (MUP 36) in accordance with Special Provision H-006 in Section H of this contract.		
0048	Info CLIN Establish noun: Organizational Level Kit (Support Equip.) descriptive data: The contractor shall provide Organizational Level kit (Support Equip.), P/N 4084446 (MUP 37) in accordance with Special Provision H-006 in Section H of this contract.		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (CONT)

Clauses and Provisions

A. Defense FAR Sup Clauses in Full Text

252.217-7027 CONTRACT DEFINITIZATION (FEB 1996)

(a) A ____ (insert specific type of contract action) is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include

- (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action,
- (2) all clauses required by law on the date of execution of the definitive contract action, and
- (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a ____ (insert type of proposal; e.g., fixed-price or cost-and-fee) proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposed, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and cost or pricing data).

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.8 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated ____ (insert cost/price ceiling or firm-fixed price) in no event to exceed ____ (insert the not-to-exceed amount).

Part I - The Schedule
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A. AFMC FAR Sup Clauses in Full Text

5352.225-9006 ENGLISH LANGUAGE REQUIREMENTS (JUL 1995)

- (a) All deliverable documents will be in the English language.
- (b) An English language speaking person shall be provided during in-plant visits, inspections, reviews, audits, and other similar activities to facilitate communications and ensure mutual understanding.
- ENGLISH LANGUAGE REQUIREMENTS (JUL 1995)

B. ASC Locally Approved Language in Full Text

C-901 INCORPORATION OF REFERENCED DOCUMENTS (APR 1984)

All specifications, exhibits, drawings or other documents which are referred to in this contract, whether or not attached, are incorporated herein by reference. (CCC: ASC-95-020) INCORPORATION OF REFERENCE DOCUMENTS (APR 1984) formerly 5352.215-9300

A. AFMC FAR Sup Clauses in Full Text

5352.247-9003 MARKING OF WARRANTED ITEMS (FEB 1996)

In accordance with FAR 46.706(b)(5), the contractor shall mark the items or otherwise furnish notice with the items to show the existence of the warranty, its substance and duration.

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING AND MARKING (FEB 1996)

Items shall be packaged and marked in accordance with the contractor's best commercial practice to ensure undamaged arrival at destination. Individual shipments exceeding 150 pounds or 108 inches in length or 130 inches in girth plus length, shall be packaged on skidded crates or palletized to allow handling by forklift.

5352.247-9011 UNILATERAL AMENDED SHIPPING INSTRUCTIONS (ASIs), F.O.B. ORIGIN (MAR 1996)

(a) For the purpose of this clause, an ASI is the change of the shipping instructions for one or more units or shipment lot of a contract line item shipping schedule. Multiple ASIs for multiple contract line items may be issued under one document.

(b) The contractor agrees that all unilateral ASIs, with changes only to the "Ship To and Mark For" instructions, issued 20 calendar days or more before the contract scheduled delivery date will be accepted at no change in contract price.

(c) All other ASIs, including those requiring a change to the "Ship To and Mark For" which are issued 19 days or less before the contract scheduled delivery date; and those for changes to the preservation, packaging, and packing requirements; or the F.O.B. point, will be subject to the negotiation of an equitable adjustment under the contract.

Part I - The Schedule
SECTION D - Packaging and Marking

Other Clauses in Full Text

D-001 AUTHORIZATION TO USE PROJECT NAME LABELS

The contractor shall utilize "Pacer Equal" project name labels for marking exterior shipping containers for USAF orders only.

SECTION E - INSPECTION AND ACCEPTANCE

A. NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CLAUSES

52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

B. Defense FAR Sup Clauses in Full Text

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT
(DEC 1991)

At the time of delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

C. AFMC FAR Sup Clauses in Full Text

5352.246-9000 MATERIAL INSPECTION AND RECEIVING REPORT (OMB NO. 0704-0248) (FEB 1996)

(a) As specified by DFARS, Appendix F, Table 2, a copy of DD Forms 250 shall be forwarded to the following address:

(1) Forward the purchasing office copy to ASC/LPKB, Bldg 28, 2145 Monahan Way, Wright-Patterson AFB, OH 45433-7017.

(2) For shipments involving Military Assistance Program (MAP), Grant Aid (GA), or Foreign Military Sales (FMS) requirements, an additional copy shall be sent to SA-ALC/LPI, 303 Wilson St., Bldg 1562, Kelly AFB, TX 78241-5443.

(3) Additional distribution of DD Forms 250 is to be made to the following address(es):

(1) ASC/LPJ, Bldg 28, 2145 Monahan Way, Wright-Patterson AFB, OH 45433-7017

(2) SA-ALC/LPFA, 303 Wilson St., Bldg 1562, Kelly AFB, TX 78421-5443

(b) These special instructions shall be included in any subcontract hereunder where the items purchased from the subcontractor are to be shipped directly to the U.S. Government or to a foreign destination.

(c) If delivery of MAP, GA, or FMS items to foreign destinations is required, the copies of DD Forms 250 required by DFARS, Appendix F, Table 2, shall be forwarded to the "ship to" address designated in the contract.

SECTION E - INSPECTION AND ACCEPTANCE (CONT)

5352.246-9001 CORRECTION OF SUPPLIES ACCEPTED WITH DEFICIENCIES (NOV 1995)

If during the performance of this contract, the contracting officer (CO) determines that it is necessary to accept supplies which are not fully compliant with the contract (which includes but is not limited to deviations, waivers, shortages, or un-incorporated Engineering Change Proposals (ECP)) or to accept items for which full compliance has not been determined by the successful completion of all required testing or inspections, the contractor agrees to deliver said supplies at the direction of the CO in accordance with the following:

(a) The contractor agrees to correct such deviations, waivers, shortages, or unincorporated ECPs, as are listed in the CO's notification requiring delivery or in case where contract compliance has not been established before delivery, to correct any deficiencies revealed by the later completion of the required testing or inspections.

(b) If at the time of delivery the method of correction has not been determined, the contractor will proceed with all diligence to determine the required corrective action. As soon as the method of correction has been established by the contractor and approved by the Government, the contractor will proceed to comply therewith. If the CO determines that the items will not be returned to the contractor's plant for correction but that corrections will be accomplished at a government facility, the CO may elect to have government personnel in lieu of contractor personnel make the corrections using contractor-furnished materials (kits and/or raw material), in which event the contractor agrees to negotiate an equitable adjustment in the contract price for the work not accomplished by the contractor.

(c) Where deliveries have been made before completion of all testing or inspections, the contractor will notify the CO, in writing, upon completion of the testing or inspections of changes required to the delivered items and recommend proposed method(s), date(s) and location(s) for accomplishing all rework and/or parts replacement.

(d) Under this clause, a minimum of ten percent of the contract price of the items delivered will be withheld pending completion of required corrective actions.

(e) A revised contract delivery schedule will be established in those instances where return of reworked items to the Government is required. Additional transportation costs resulting from reworking items shall be the responsibility of the contractor unless the contract provides otherwise.

5352.246-9002 INSPECTION AND ACCEPTANCE (NOV 1995)

(a) In accordance with FAR 46.401(b) and 46.503, government Contract Quality, Assurance (CQA)/Inspection will be at:

Contractor's facility - Pratt & Whitney - East Hartford and Middletown, CT and West Palm Beach, FL

and when applicable, final inspection and acceptance will be at Contractor's facility - Pratt & Whitney - East Hartford and Middletown, CT and West Palm Beach, FL

(b) Inspection and acceptance of data will be in accordance with the Contract Data Requirements Lists (CDRLs) attached hereto. In those instances where the symbol "LT" appears in block 7 of the CDRL, the place for such action will be at the office designated as the "Technical Office."

Part I - The Schedule
SECTION F - DELIVERIES OR PERFORMANCE

A. NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CLAUSES

- 52.211-16 VARIATION IN QUANTITY (APR 1984)
(The three blanks in paragraph (b) of the above-referenced clause are completed as follows: zero per cent increase, zero per cent decrease, all Line Items.)
- 52.242-15 STOP-WORK ORDER (AUG 1989)
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
- 52.247-29 F.O.B. ORIGIN (JUN 1988)
- 52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY
(APR 1984)
[Pursuant to FAR 47.303-2(a) and paragraph (a) of the above-referenced clause, the designated F.o.b. origin point is Contractor's facility - Pratt & Whitney East Hartford and Middletown, CT and West Palm Beach, FL]
- 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT - SMALL
PACKAGE SHIPMENTS (JAN 1991)

FAR Clauses in Full Text

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT
(APR 1984)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$5,000.00, or equivalent, per day; Not To Exceed \$100,000.00, or equivalent, per event.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default--Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

Part I - The Schedule
SECTION F - DELIVERIES OR PERFORMANCE

Other Clauses in Full Text

F-0001 DELIVERY SCHEDULE

Deliveries for CLINs 0001 - 0048 shall conform to the conditions outlined in this clause. A specific delivery schedule for each CLIN shall be stated in each individual delivery order. The first delivery shall begin within 12 months after delivery order contract award, and the last delivery on the order shall be no later than 24 months after delivery order contract award. The maximum quantity for this delivery schedule shall be 10 kits per month per CLIN, and 120 kits per year per CLIN. In the event a delivery order is awarded and the quantity per year exceeds the maximum quantity per year stated herein, the amount that exceeds the maximum shall be negotiated and stated in the individual delivery order. However, the amount within the maximum quantity shall be delivered in accordance with this clause. If a placed order is below the maximum quantity stated herein an acknowledgement letter will be forwarded with the order for the contractor to sign evidencing receipt of the unilaterally signed order. If the placed order is above the maximum quantity stated herein a letter RFP will be sent to the contractor and a delivery schedule shall be negotiated for the order.

A. AF FAR Sup Clauses in Full Text

5352.232-9000 REMITTANCE ADDRESS (MAY 1996)

If the remittance address is different from the mailing address, enter the remittance address below.
Failure to provide this information may impact payment.

Chase Manhattan
1 Chase Manhattan Plaza
New York, NY 10081
Acct # 910-2-550812
ABA 021000021

Accounting Classification Data shall be as set forth on the individual delivery orders hereto.

Part I - The Schedule
SECTION H - SPECIAL CONTRACT REQUIREMENTS

INDEX

AFMC Clauses in Full Text

5352.225-9000 Special Provision Under Paragraph (D) of the "Taxes - Foreign Fixed-Price Contracts" clause (JUL 1992)

Other Full Text Clauses

H-001	Post Production Support
H-002	Engineering Change Proposal Configuration
H-003	Comprehensive Engine Management System (CEMS)
H-004	Restructuring
H-005	F100-PW-220E Warranty
H-006	Establishment of Kit Prices for CLINs 0001-0048
H-008	Accelerated Delivery
H-009	Parts Obsolescence

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONT)A. AFMC FAR Sup Clauses in Full Text

5352.225-9000 SPECIAL PROVISION UNDER PARAGRAPH (D) OF THE "TAXES - FOREIGN FIXED-PRICE CONTRACTS" CLAUSE (JUL 1992)

(a) The Government of * _____ has agreed not to impose certain taxes, duties, and similar charges on the Contractor, its subcontractors, and the employees and dependents of either, as stated in * _____ of the Letter of Offer and Acceptance * _____ incorporated by reference. The Contractor certifies that the contract price does not include charges for such taxes, duties, and similar charges.

(b) If the Government of * _____ imposes taxes, duties, or similar charges under the above excepted circumstances, Contractor-incurred costs are reimbursable to the Contractor. Reimbursement shall be limited to those Contractor-incurred costs, including applicable overhead and G&A expense, but excluding profit. The contract price will be increased accordingly. SPECIAL PROVISION UNDER PARAGRAPH (D) OF THE "TAXES - FOREIGN FIXED-PRICE

*Information to be supplied on individual delivery orders, if applicable

B. Other Clauses in Full Text

H-001 POST PRODUCTION SUPPORT

Post Production Support Technical Services and Data will be provided under Contract #F41608-95-D-0082, Task 13. Data items to be provided include Integrated Program Plan updates in accordance with DI-MGMT-80004/T and Program Status Reports in accordance with DI-MGMT-80227.

The Integrated Program Plan shall contain the current/approved MUP part lists.

H-002 ENGINEERING CHANGE PROPOSAL CONFIGURATION
(APPLICABLE TO CLINs 0001 - 0048)

The contractor shall provide modification kits, also referred to as Maintenance Upgrade Packages (MUPs), for USAF, FMS, and EPG requirements as stipulated in individual orders under this contract in accordance with Engineering Change 20903 on contract F33657-95-C-0055. Changes to this configuration shall be incorporated by contract modification to the above referenced contract pursuant to the clause at FAR 52.243-1, "Changes - Fixed Price".

H-003 COMPREHENSIVE ENGINE MANAGEMENT SYSTEM (CEMS)

The contractor shall provide information to the USAF engine data tracking program for USAF hardware only. The hardware for FMS/EPG shall not be input into the USAF data tracking program. The contractor shall report all data for USAF engine usage that occurs at the contractor's facility by electronic or direct inputting into the USAF DO42 system in accordance with Technical Order 00-25-254-1.

H-004 RESTRUCTURING

(a) The contractor has disclosed to the Divisional Administrative Contracting Officer that restructuring and other cost reduction initiatives are being studied. Further, the contractor is disclosing actions as they take place.

Original
Version

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONT)

(b) As of the date of price agreement of this contract, some decisions have been made by the Contractor, however, the resultant savings (if any) and the costs of implementation of any restructuring initiatives cannot be estimated in total at this time. The parties agree that the cost/price of this contract does not reflect any cost savings or allocation of costs of implementation associated with any cost reduction initiatives.

(c) In the event that implementation of such initiatives result in cost savings (net of implementation costs) allocable to this contract for the period of performance, the parties agree to negotiate, as appropriate, a downward price/cost adjustment to this contract based on the current FPRA dated 4 Mar 97.

The contractor shall provide its assessment of any price/cost reduction due hereunder within 90 days after such initiatives finally are adopted by the contractor.

H-005

F100-PW-220E WARRANTY

Part I WARRANTY OF SUPPLIES OF A COMPLEX NATURE**A. Definitions**

1. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered as partial or complete performance of the contract.

2. "Correction," as used in this clause, means the elimination of a defect.

3. "Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

4. "Installation," as used in this clause, is defined as the date the engine in which the warranted supplies are installed is released by SA-ALC for operational use.

B. Contractor's Obligation

1. The Contractor warrants for every USAF kit ordered subsequent to this contract modification that for a period of 240 days after installation, with Government installation to occur within one year after delivery, all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

2. Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph B.1 of this clause and shall run from the date of delivery of the corrected or replaced supplies.

3. The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONT)

correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

4. The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

5. When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f. o. b. point or point of acceptance) to the Contractor's plant and return.

6. All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation contained in this contract.

C. Remedies Available To The Government

1. In the event of a breach of the Contractor's warranty in paragraph B.1 of this clause, the Government may, at no increase in contract price:

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f. o. b. point or point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant all materials or parts and installation instructions required to successfully accomplish the correction.

2. If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph B.3 of this clause, The Government shall be entitled to an equitable reduction in the contract price.

3. The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph B of this clause within 45 days after the discovery of the breach. The Contractor shall submit to the Contracting Officer a written recommendation within 45 days after notification as to the corrective action required to remedy the breach. After the notice of breach, but before 45 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph C.1 of this clause, and the Contractor, shall not withstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it later determined that the Contractor did not breach the warranty in paragraph B.1 of this clause, the Contractor price will be equitably adjusted.

4. If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph C.3 of this clause shall be 45 days after discovery of the defect from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for 45 days after discovery of the defect thereafter.

5. The Contractor shall deliver such corrected supplies to the Government within 180 days. This period shall be calculated from the date of receipt of the defective or nonconforming supplies at the Contractor's warranty repair facility to the date the corrected supply is shipped from the

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONT)

Contractor's warranty repair facility. If the Contractor fails to deliver the corrected supplies within the required number of days, the Contracting Officer shall assess liquidated damages at the rate of \$200 per day not to exceed \$10,000 per event.

6. The rights and remedies of the Government by this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

PART II F100-PW-220E COMPLETE ENGINE RELIABILITY WARRANTY

A. F100-PW-220E Combined (Scheduled and Unscheduled) Engine Removals (CER) Warranty

The Contractor shall warrant that on an annual basis, the CER rate for Government upgraded USAF F100-PW-220E engines will not exceed the CER rate for F100-PW-220 engines over the fleet operating period beginning upon installation of the first engine (modified with Contractor provided kit hardware) on an operational aircraft and ending two (2) years after the installation of the last engine (modified with Contractor provided hardware) on an operational aircraft. Assessments on CER will be made every 12 months. If the F100-PW-220E CER rate exceeds the F100-PW-220 CER rate at the conclusion of every 12 month period then the Contractor shall provide the Government a credit allowance valued at \$25,000 for each excess removal.

B. Definitions

1. -220 Engine - Any USAF owned engine that has been delivered under contract F33657-84-C-2014 and has not been modified or upgraded to another configuration (e.g., -220P)

2. -220E Engine - Any USAF owned engine that has been upgraded to the -220E configuration by incorporation of a kit delivered under contract F41608-90-D-1538 and this contract in accordance with ECP 20903R1C2 and subsequent mutually agreed approved ECPs.

3. CER - Combined number of SERs and UERs for the Combined F-15 and F-16 fleets (-220 or -220E)

4. CER Rate - CER divided by EFH and multiplied by 1000. Represents the CERs per 1000 engine flying hours.

5. Credit Allowance - The term "credit allowance(s)" as used in this clause means financial credits which may be applied as downward adjustments to existing or future F100-PW-220E kit or related contracts. Existing contracts shall mean any contract which is less than 90% complete (based on the value of hardware deliveries) as of the end of the FY in which the credit allowance is utilized by the Government.

6. EFH - Engine flight hours represent total flight time of engines (-220 or -220E) as measured by the engine monitoring system or as reported by the flight crew for the guarantee period of an F-15 and F-16 fleetwide basis. For ease of administration, Total Operating Time (TOT) may be tracked and then converted to EFH utilizing a mutually acceptable factor.

7. SER - A scheduled engine (-220 or -220E) removal from the aircraft for the causes stipulated and defined in T.O. 00-25-254-1 and summarized as usage and non-usage codes as follows:

793, 798, 802, 804, 866, 867, 878, 879, A, E, R

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONT)

8. TOT - The phrase "Total Operating Time" (TOT) as used herein means that engine operating time in hours above 260 degrees C Fan Turbine Inlet Temperature (FTIT) as measured by the Engine Monitoring System (EMS) engine time clock and tracked by the applicable flight and configuration tracking system.

9. UER - An unscheduled engine (-220 or -220E) removal from the aircraft for the causes stipulated and defined in T.O. 00-25-254-1 and summarized as usage and non-usage codes as follows:

069	136	137	138	139	140	141	142	143	144	145
146	147	148	149	150	151	152	153	154	155	156
158	159	160	161	162	175	176	177	178	179	180
181	182	183	184	185	186	187	188	189	191	192
193	194	195	196	197	198	199	200	201	202	203
204	205	206	207	208	209	211	212	223	224	225
226	227	228	277	279	314	315	317	334	372	410
458	464	475	479	484	513	537	561	690	864	868
877	880	881	916	917						

C. Computations

The Contractor shall prepare separate fleetwide averages for the -220 and -220E CER rate per 1000 EFH. Computations of rates shall be made every 12 months beginning two years after the first installation on an aircraft of an engine modified with a Contractor provided kit. Joint USAF and Contractor reconciliation of the -220 and -220E CER averages will be conducted annually.

1. The formula to determine the CER rate for fleet averages shall be as follows:

$$\text{CER Rate} = [\text{CER/EFH}] \times 1000$$

2. When the -220E CER rate exceeds the -220 CER rate, use the following formula to determine the credit allowance.

$$\text{Allowance} = \$25,000 \times [(-220\text{E CER Rate} - -220\text{ CER Rate}) \times -220\text{E EFH}/1000]$$

3. If the -220E CER rate is equal to or less than the -220 CER Rate, there shall be no credit allowance.

4. All removal rates referenced in this clause shall be rounded to the first decimal place using standard rounding procedures (i.e., second decimal place reflecting five (5) or higher shall result in the first decimal place being rounded to the next higher number).

D. Exceptions and Conditions

1. Engine removals that result exclusively from the following conditions shall not be included in CER computations:

- (a) Foreign object damage (unless ingested at the Contractor's plant)
- (b) Battle damage or combat damage
- (c) Act of God
- (d) Improper or negligent installation, operation, or maintenance of the engine, module, component, part, or support equipment (unless such actions were the direct result of Contractor activity).

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONT)

(e) Experimental tests where (a) the engine operates within the engine operating envelope and the cause of the failure is attributable to the test or (b) the engine operates outside the engine operating envelope.

2. Removals caused by parts not procured from the Contractor shall not be counted as actual removals in the calculations stipulated in this clause. In addition, removals caused by Government replaced parts which are incorporated during initial upgrade or subsequent to initial upgrade and have life limits less than what is required to meet the next scheduled removal shall also not be counted as actual removals in the calculations stipulated in this clause.

3 Government maintenance practices must be adhered to in accordance with all applicable TCTOs for items such as full module builds, engine builds, tests, and part modifications. TCTOs must be validated in writing by the Contractor. Any revisions to TCTOs must continue to receive Contractor validation otherwise engine CERs subject to unvalidated TCTO actions shall be excluded from the calculation stipulated by this clause.

4. If the cause for removal is coded as stipulated in the definition of CER and it is later determined that the cause for removal was the result of those exceptions as stipulated in paragraph D or it is later determined that the cause for removal was miscoded in CEMS or 66-1 and the appropriate removal code is non-chargeable, then such removals shall not be included in the data to be utilized in the formulas stated herein.

5. If an engine removal was corrected by replacing a Line Replaceable Unit (LRU) as defined in Table A, such removals shall not be included in the data to be utilized in the formula stated herein.

E. Contract Changes

1. Any negotiated changes in contract F33657-84-C-2014 that impact the number of changeable engine removals for the -220 engine will also apply to this clause. This warranty is contingent on the mutual acceptance of both parties of any changes in the scheduled maintenance plan for either the -220 or -220E engine.

2. The Contractor maximum liability for potential CER reimbursement to the USAF shall not exceed five percent (5%) of the value of all orders placed under contract F41608-90-D-1538 and this contract.

Table A appears on the next page.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONT)

TABLE A

PART II WARRANTY

Line Replaceable Units (LRUs)

Controls

Alternator Rotor
Alternator Stator
Anti-ice Valve
Augmentor Control
Augmentor Ignitor
Augmentor Pump
Augmentor Pump Control
CENC
CIVV Master
DEEC
Dual Excitors
Electrical Cables*
Engine Diagnostic Unit
Gas Generator Control
Gear Main Fuel Pump
Light Off Detector
Main Ignitors
N1 Sensor
P&D Valve
Primary Flexible Shaft (Left)
Primary Flexible Shaft (Right)
Primary Nozzle Actuator
PS2 Probe
PT6 Probe
RCVV Actuator
Secondary Flexible Shaft** * "PAO" Coded only F100-PW-220/-220E
SMR Codes
Secondary Nozzle Actuator** ** Bottom 2 only
TT2 Sensor *** Bottom 4 only
FTIT Probes***

Lube System

Oil Filter
*Cold Start Relief Valve
Delta P Indicator
*Element

Oil Tank
Fuel Oil Cooler

Others

Flameholder
Breather Pressurizing Valve
Chip Detector
Compressor Bleed Cylinder
Compressor Inlet Cone

Additionally, any engine removal for inspection or maintenance action for items not listed above which are authorized by the USAF Job Guides (Technical Manuals) for the F-15 and F-16 aircraft shall not be included in the data to be utilized in the formula stated herein. The CIVV Slave, Air Oil Coolers, and the Augmentor Module shall be included.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONT)

H-006 ESTABLISHMENT OF KIT PRICES FOR CLINs 0001 - 0048

(A) The purpose of this clause is to provide unit prices for F100-PW-220E kits, CLINs 0001 - 0048, for FY97 - FY01. The prices set forth herein are for all USAF, FMS, and EPG orders. See Section J, Attachment 2 - MUP Prices.

(b) At the end of each Fiscal Year of this contract, a price adjustment will be made based on the TOTAL number of kits bought under this contract for that year. The contractor shall submit an adjustment proposal to the USAF not later than 60 days after the end of each Fiscal Year. The USAF will negotiate a total price adjustment due from the contractor. The price adjustment paid shall be in dollars, kits, or both, whichever the customer specifies. The contractor shall submit the adjustment payment to the USAF, or a contract adjustment shall be made, not later than 60 days after completion of the adjustment negotiations.

(c) For the purposes of quantity discounts, the following MUPs shall be combined for calculating any discounts to the Government:

- 1 and 1A
- 2, 2A, and 2C (When incorporated)
- 4 and 4B
- 21A and 21B plus any baseline kits added over the course of the contract
- 33B and 35

H-008 Accelerated Delivery

The Contractor is authorized to exceed the delivery rate, or to complete performance of this contract prior to the time set forth in the schedule, provided that nothing contained herein shall obligate the Government to perform any of its obligations to the contractor at an earlier date that is set forth in this contract in order to assist the contractor to make deliveries on an accelerated basis.

H-009 Parts Obsolescence

Should an electronic part or component currently in the priced Bill of Material be discontinued and no interchangeable part be commercially available or no replacement part be developed under U.S. Government funding, the contractor shall not be obligated to deliver the affected part under this contract and the Government shall be due an equitable adjustment to the contract. The Contractor shall notify the Contracting Officer in writing within 5 business days of discovery of the obsolesce along with the contract price of each part. The Government shall notify the Contractor within ten business days after the obsolesce notification whether or not the order is to be processed. If so, a deobligation will be taken to the MUP SubCLIN for the obsolesce. This clause shall not provide cost relief to the contractor should the contractor experience price increases on an existing Bill of Material part from the supplier base.

Part II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

Contract clauses in this section from the FAR, Defense FAR Sup, Air Force FAR Sup, and Air Force Materiel Command FAR Sup, are current through the following updates:

FAR: FAC 90-46; Defense FAR Sup: DAC 91-11; AF FAR Sup: 1 MAY 1996; AFMC FAR Sup: AFMCAC 96-3; and AFACs through 92-51

A. NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CLAUSES

52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-6	PROTECTING THE GOVT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	NEW MATERIAL (MAY 1995)
52.211-7	OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY (MAY 1995)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (AUG 1996) ALTERNATE III (JAN 1997)
52.215-21	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (APR 1984)
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1995)
52.215-24	SUBCONTRACTOR COST OR PRICING DATA (OCT 1995)
52.215-26	INTEGRITY OF UNIT PRICES (JAN 1997) ALTERNATE I (JAN 1997)
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS (MAR 1996)
52.215-31	WAIVER OF FACILITIES CAPITAL COST OF MONEY (SEP 1987) (The above-referenced clause applies only if the Contractor <u>does not</u> propose facilities capital cost of money in its offer.)
52.215-33	ORDER OF PRECEDENCE (JAN 1986)
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (MAR 1996)
52.215-40	NOTIFICATION OF OWNERSHIP (FEB 1995)
52.216-18	ORDERING (OCT 1995) (The dates to be inserted in paragraph (a) of the above-referenced clause is "...from <u>1 July 97</u> through <u>30 Sep 2001</u> .")

SECTION I - CONTRACT CLAUSES (CONT)

- 52.216-19 ORDER LIMITATIONS (OCT 1995)
 (The information to be inserted in the above-referenced clause is as follows:
 - In paragraph (a), insert "...less than \$1,000,000.00 (\$ figure or quantity)..." as the minimum order.
 - In paragraph (b)(1), insert "...in excess of 10 MUPs;" (\$ figure or quantity).
 In paragraph (b)(2), insert "...in excess of 10 MUPs..." (\$ figure or quantity).
 In paragraph (b)(3), insert "...within 60 days...".
 In paragraph (d), insert "...within 30 days...".)
- 52.216-22 INDEFINITE QUANTITY (OCT 1995)
 (The date to be inserted in paragraph (d) of the above-referenced clause is "30 Sep 2003".)
- 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED,
 AND WOMEN-OWNED BUSINESS CONCERNS (OCT 1995)
- 52.219-9 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL
 BUSINESS SUBCONTRACTING PLAN (AUG 1996)
 ALTERNATE II (MAR 1996)
- 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (OCT 1995)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-26 EQUAL OPPORTUNITY (APR 1984)
- 52.222-28 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
 (APR 1984)
- 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
 VETERANS (APR 1984)
- 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND
 VETERANS OF THE VIETNAM ERA (JAN 1988)
- 52.223-2 CLEAN AIR AND WATER (APR 1984)
- 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)
- 52.225-10 DUTY-FREE ENTRY (APR 1984)
- 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)
- 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED
 ECONOMIC ENTERPRISES (SEP 1996)
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND
 COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (JAN 1991)
- 52.229-5 TAXES - CONTRACT PERFORMED IN U.S. POSSESSIONS OR
 PUERTO RICO (APR 1984)
- 52.230-2 COST ACCOUNTING STANDARDS (APR 1996)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

SECTION I - CONTRACT CLAUSES (CONT)

- 52.232-9 LIMITATIONS ON WITHHOLDING OF PAYMENTS (APR 1984)
 52.232-11 EXTRAS (APR 1984).
 52.232-16 PROGRESS PAYMENTS (JUL 1991)
 52.232-17 INTEREST (JUN 1996)
 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
 ALTERNATE I (APR 1984)
 52.232-25 PROMPT PAYMENT (MAY 1997)
 [Pursuant to DFARS 232.906(a)(i), and to implement
 paragraph (b)(2) of the above-referenced clause, the
 standard due date for any progress payments which may
 be authorized hereunder is seven (7) days. For any
 interim payments on cost type contracts the standard due
 date is 14 days.]
- 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS
 TRANSFER PAYMENT (AUG 1996)
- 52.233-1 DISPUTES (OCT 1995)
 52.233-3 PROTEST AFTER AWARD (AUG 1996)
 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)
 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
 52.242-13 BANKRUPTCY (JUL 1995)
 52.243-1 CHANGES - FIXED-PRICE (AUG 1987)
 (Paragraph (c) of the above-referenced clause is hereby
 revised by changing the reference to "30 days" to read "30
 days".)
- 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
 52.243-7 NOTIFICATION OF CHANGES (APR 1984)
 [Pursuant to DFARS 243-107, the "specifically authorized
 representative" (SAR) referred to in the above-referenced
 clause is a "contracting officer's representative."
 Additionally, the information to be inserted in said clause is
 as follows:
 - In paragraph (b), insert "...within 30 calendar days...".
 - In paragraph (d), insert "...within 30 calendar days...".]
- 52.244-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS)
 (FEB 1995)
 [Pursuant to paragraph (e) of the above-
 referenced provision, the subcontracts to
 be inserted are:]. SUBCONTRACTS
 (FIXED-PRICE CONTRACTS)(FEB 1995)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
 (FIXED-PRICE) (SEP 1996)
 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

II. DEFENSE FAR SUPPLEMENT CLAUSES

- 252.203-7000 STATUTORY PROHIBITION ON COMPENSATION TO
 FORMER DEPARTMENT OF DEFENSE EMPLOYEES (NOV 1995)

SECTION I - CONTRACT CLAUSES (CONT)

- 252.203-7001 SPECIAL PROHIBITION ON EMPLOYMENT (NOV 1995)
 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE
 AGREEMENT HOLDERS (DEC 1991)
 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO
 ON-SITE INSPECTION UNDER THE INTERMEDIATE-
 RANGE NUC. FORCES(INF) TREATY (NOV 1995)
 252.211-7000 ACQUISITION STREAMLINING (DEC 1991)
 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 1991)
 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
 252.219-7005 INCENT. FOR SUBCONT. WITH SMALL BUS., SMALL DISADV. BUS.,
 HIST. BLACK COLLEGES & UNIV., AND MINORITY INSTITUTIONS (NOV 1995)
 [The percent figure to be inserted in paragraph (a) of the
 above-referenced clause is " ". (Use 1-10%)]
 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 1994)
 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
 252.225-7010 DUTY-FREE ENTRY - ADDITIONAL PROVISIONS (DEC 1991)
 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (NOV 1995)
 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (NOV 1995)
 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (SEP 1996)
 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
 (NOV 1995)
 252.225-7027 LIMITATION ON SALES COMMISSIONS AND FEES (DEC 1991)
 (The name of the government(s) to be inserted in the
 blanks in the above-referenced clause is (are)_____.)
 Applies to: Australia, Taiwan, Egypt,
 Greece, Israel, Japan, Jordan, Republic
 of Korea, Kuwait, Pakistan, Philippines,
 Saudi Arabia, Turkey, Thailand, or
 Venezuela (Air Force).
 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS
 (DEC 1991)
 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
 252.232-7002 PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS
 (DEC 1991)
 252.232-7006 REDUCTION OR SUSPENSION OF CONTRACT
 PAYMENTS UPON FINDING OF FRAUD (AUG 1992)
 252.233-7000 CERTIFICATION OF CLAIMS AND REQUESTS FOR
 ADJUSTMENT OR RELIEF (MAY 1994)
 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING (SEP 1996)
 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)
 252.249-7001 NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT (DEC 1991)
 252.249-7002 NOTIFICATION OF PROPOSED PROGRAM TERMINATION OR
 REDUCTION (DEC 1996)

SECTION I - CONTRACT CLAUSES (CONT)

B. FAR Clauses in Full Text

52.215-42 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (JAN 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.804-4.

SECTION I - CONTRACT CLAUSES (CONT)

Alternate I (OCT 1995) Substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision to specify a format for cost or pricing data other than the format required by Table 15-2 of FAR 15804-6(b).

(b)(1) The Contractor shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in the following format:

Alternate II (OCT 1995) Add the following paragraph (c) to the basic clause if copies of the proposal are to be sent to the administrative contracting officer and contract auditor.

(c) When the proposal is submitted, also submit one copy each, including the SF 1411 and supporting attachments, to: (1) The Administrative Contracting Officer, and (2) the Contract Auditor.

Alternate III (OCT 1995) Add the following Paragraph (c) to the basic clause if submission via electronic media is required (if Alternate II is also used, redesignate as paragraph (d))

(c) Submit the cost portion of the proposal via the following electronic media: _____ (Insert media format).

Alternate IV (JAN 1997) Replace the text of the basic clause with the following if a SF 1411 is not required because an exception may apply, but information other than cost or pricing data is required, as described in 15.804-5

(a) Submission of cost or pricing data is not required.

(b) Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required), may be used for information other than cost or pricing data.)

52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definitions.

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

OZONE-DEPLETING SUBSTANCES (JUN 1996)

SECTION I - CONTRACT CLAUSES (CONT)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE
PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.

Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a Contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract. INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)

(a) Definition.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)

SECTION I - CONTRACT CLAUSES (CONT)

(b) Reporting.

(1) In accordance with section 843 of the National Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103-160), if this contract exceeds \$5,000,000, the Contractor shall report each commercial transaction that it conducts with the government of a terrorist country during the period of performance of this contract (but not beyond September 30, 1996).

(2) This reporting requirement does not apply to--

(i) Transactions conducted by affiliates or subsidiaries of the Contractor;
or

(ii) Payment or receipt of payment of a judgment or award ordered by a court or arbitral tribunal of competent jurisdiction.

(3) The Contractor shall submit reports in the following format:

Title of Report: Report of Commercial Transactions with the Government of a Terrorist Country

Date of Report:

Contract Number:

Contractor's Name and Address:

Name and Telephone Number of Individual Submitting Report:

Commercial Transactions with the Government of a Terrorist Country:

Country	Nature of Commercial Transaction

(4) The Contractor shall submit reports annually by September 30, but not beyond September 30, 1996. Each report shall include transactions conducted during the preceding one-year period of contract performance.

(5) The Contractor shall submit reports to:

Deputy Director of Defense Procurement (Foreign
Contracting)
OUSD (A&T)DP(FC)
Washington, DC 20301-3060.

REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF
A TERRORIST

SECTION I - CONTRACT CLAUSES (CONT)

252.225-7008

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC 1991)

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry - Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry: Inlet Cases

252.232-7004

DOD PROGRESS PAYMENT RATES (FEB 1996)

- (a) If the contractor is a large business, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (including paragraph (k), Limitations on Unfinalized Contract Actions) to 75 percent.
- (b) If the contractor is a small business, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate, (excepting paragraph (k), Limitations on Unfinalized Contract Actions) to 90 percent.
- (c) If the contractor is a small disadvantaged business, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate, (excepting paragraph (k), Limitations on Unfinalized Contract Actions) to 95 percent.
- (d) The above rates are the customary uniform progress payment rates for DoD contracts. "

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions.

As used in this clause -

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

SECTION I - CONTRACT CLAUSES (CONT)

(ii) "Supplies" includes (but it not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ United States-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractor may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. The request shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

SECTION I - CONTRACT CLAUSES (CONT)

- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief –

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

<u>ITEM</u> <u>QUANTITY</u>	<u>CONTRACT</u> <u>DESCRIPTION</u>	<u>LINE ITEMS</u>
TOTAL		

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g), in all subcontracts under this contract which exceed the simplified acquisition thresholds in Part 13 of the Federal Acquisition Regulation.

SECTION I - CONTRACT CLAUSES (CONT)

D. AF FAR Sup Clauses in Full Text

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)

(a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements:

(1) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process; and

(2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS;

(c) For the purposes of Air Force policy, the following are Class I ODS:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

Substance Application/Use Quantity (lbs): NONE

[List each Class I ODS, its applications or use and the approved quantities. If None, so state.]

(e) To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

E. AFMC FAR Sup Clauses in Full Text

5352.211-9001 CONTRACTOR REPORTING REQUIREMENTS (JUL 1992)

Any report required by 15 CFR 700, Subpart D, Section 700.13(d) of the Defense Priorities and Allocation System regulation relating to an actual or anticipated delayed shipment, reason for delay, and/or new projected shipment date is to be sent concurrently by the Contractor to both the Procuring Contracting Officer (PCO) and the Administrative Contracting Officer (ACO) within the specified ten (10) calendar days.

SECTION I - CONTRACT CLAUSES (CONT)

5352.216-9011 OFFICES AUTHORIZED TO ISSUE DECENTRALIZED
ORDERS (NOV 1995)

Only the following contracting offices are authorized to place decentralized orders against this indefinite delivery contract:

SA-ALC/LPKAF

OFFICES AUTHORIZED TO ISSUE DECENTRALIZED ORDERS (NOV 1995)

5352.225-9008 EVIDENCE OF SHIPMENT FOR FOREIGN MILITARY SALES (FMS) CONTRACTS
(JAN 1996)

The contractor shall send a copy of the carrier's receipt to

[insert the contracting office and address].

EVIDENCE OF SHIPMENT FOR FOREIGN MILITARY SALES (FMS) CONTRACTS - CARRIER'S

5352.243-9002 NOT-TO-EXCEED/NOT-LESS-THAN AGREEMENTS
(JUN 1996)

(a) Prior to the issuance of a change order under this FFP contract, the contractor shall promptly furnish, upon request of the contracting officer, written agreement as to the maximum (in the case of an increase) adjustments* to the contract price and/or in the delivery schedule (or time of performance), caused by the change.

* Or in the case of a reduction, a not less than amount for the price.

(b) The contracting officer will also solicit such agreement on limitations to the adjustments or to any other provisions of the contract which may be subject to equitable adjustment by reason of the change. Any such written agreement shall then be cited in the change order and, upon its issuance, shall be a binding part of the contract. In no event shall the definitive equitable adjustment exceed the delivery schedule (or time of performance) adjustments so established. All costs associated with the change order shall be segregated from other contract costs until the change order has been definitized. Except with respect thereto, nothing contained herein shall affect the rights of the parties to an equitable adjustment by reason of the change, pursuant to the "Changes" clause.

NOT TO EXCEED/NOT LESS THAN AGREEMENT (JUN 1996)

SECTION I - CONTRACT CLAUSES (CONT)**5352.293-9002 FOREIGN NATIONALS - FOREIGN SOURCES (DEC 1995)**

(a) For the purpose of this clause,

(1) Foreign nationals are those persons not citizens of, not nationals of, or resident/immigrant aliens to, the United States;

(2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person; and

(3) Foreign sources are those sources (vendors, subcontractors, and suppliers) not owned and controlled by citizens or immigrant aliens of the United States.

(b) Nothing in this clause is intended to waive any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

(c) The Contractor acknowledges that equipment and technical data generated or delivered in performance of this contract is controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128, and require an export license before assigning any foreign national to perform work under this contract or before granting access to foreign nationals to any equipment and technical data generated or delivered in performance of this contract (see 22 CFR Section 125). The Contractor agrees to notify and obtain the written approval of the Contracting Officer (CO) prior to assigning or granting access to any work, equipment, or technical data generated or delivered in performance of this contract to foreign nationals or their representatives. This notification shall include the name and country of origin of the foreign national or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign national is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

<u>DOCUMENT</u>	<u>TITLE AND DATE</u>	<u>NO. OF PAGES</u>
ATCH 1	East Hartford Subcontracting Plan	41
ATCH 2	MUP Pricing (See H-006)	5
ATCH 3	West Palm Beach Subcontracting Plan	14



UNITED
TECHNOLOGIES
PRATT & WHITNEY

F33657-97-D-2013
Section I, Attachment 1
400 Main Street, East Hartford, Connecticut 06108
Page 1

MEMORANDUM OF AGREEMENT
REGARDING
MASTER SUBCONTRACT PLAN

PREPARED BY

UNITED TECHNOLOGIES CORPORATION
PRATT and WHITNEY-OPERATIONS
400 MAIN ST.
EAST HARTFORD, CT. 06108

1 OCTOBER 1996- 30 SEPTEMBER 1997

Vincenzo A. Falcetta
SMALL BUSINESS LIAISON OFFICER

9/17/96
DATE

William M. ...
ADMINISTRATIVE CONTRACTING OFFICER

10/24/96
DATE

Carl E. Cromer
DEPUTY for SMALL BUSINESS-DCMAO HARTFORD

9/17/96
DATE

- 1.) Goals for the utilization of Socioeconomic Businesses-a term that will be used to describe or define Small, Small Disadvantaged (including Historically Black Colleges & Universities and Minority Institutions) and Women-Owned Business Concerns-will be provided and expressed in terms of both dollars and percentages of total planned subcontracting dollars.
- 2.) The items that maybe subcontracted to Socioeconomic Businesses generally fall into the following categories based on the products and services purchased by P&W-Operations.
 - A. Fasteners C. Non-Metallic Components E. Raw Materials
 - B. Raw Materials D. Sheet Metal Fabrications B. Machined Components
- 3.) In developing goals, we will analyze and review procurement data of purchased items contained in the "bill of Material" for contracts requiring subcontract plans. Also, there is a substantial amount of goods and services that are purchased from Socioeconomic Businesses that are of an indirect or overhead nature such as industrial supplies; health and safety items; petroleum products; chemicals; office supplies; etc. Although such purchases cannot readily be identified to specific government contracts, such purchases are (non the less) significant and play an important role in our subcontracting program with Socioeconomic businesses.
- 4.) Company source lists and directories are used for subcontract solicitations to Socioeconomic Businesses. In addition, P&W utilizes the source identification systems available from the SBA, the National Minority Supplier Development Council, and the "regional" Minority Purchasing Councils. We also refer to source list of other United Technology divisions, other aerospace companies as well as subscribing to public directories such as TRY US.
- 5.) We do not plan to include indirect costs in establishing subcontract plan goals because such costs cannot be equitably allocated to specific government contracts.
- 6.) Mr. Vincenzo A. Falcetta-Small Business Liaison Officer- will administer Pratt and Whitney's Subcontracting Program. The duties of this individual are covered in Exhibit "B".

7.) Efforts to assure that Socioeconomic Businesses will have an equitable opportunity to compete for P&W's subcontracts include (but are not limited to) the following:

A. Standard Procedures and Policy Statements issued by Pratt and Whitney and United Technologies Corporation. (see Exhibit "A")

B. P&W establishes annual goals, objectives, and procedures. (see Exhibit "B") The General Managers of the company's Product Centers have been delegated the responsibility for ensuring that goals and objectives are met. monthly progress reports are provided to General Managers indicating individual and companywide progress.

C. Buying personnel will assist Socioeconomic Businesses by:

1. Ensuring that the selection of items on which they will be requested to bid on fall within their capabilities.
2. Ensuring that adequate response time is provided for solicitations.
3. Ensuring that all applicable and required drawings, specifications, and other technical data are provided.
4. Ensuring that the quantities and delivery schedules with solicitations are reasonable.
5. Ensuring that any technical questions which are raised regarding interpretation of drawings or specifications are answered.
6. Discussing reasons why solicitations were non-competitive or "no-bid" to ascertain problem areas.

D. Periodic training programs (as required) are conducted to instruct all company personnel as to the policies and procedures of the company's acquisition process. As part of these programs, the Small Business Officer discusses the company's Socioeconomic Business Programs and procedures. Additionally, the company has established an Advocate of the Year Award Program to recognize personnel who have distinguished themselves in the area of Minority Business Utilization

- E. Technical assistance will be provided to suppliers on problems related to quality assurance, manufacturing, engineering, and financial areas when requested and deemed appropriate in order to meet the subcontracting efforts under government contracts.

1. At this time, we have no plans to restrict competition.

- F. Pratt and Whitney is always ready to discuss and counsel Socioeconomic Businesses as to available subcontracting opportunities. In addition to responding to direct inquiries, the company participates in counseling activities sponsored by business, trade, governmental, and other special interest groups whose aim is to increase the participation of Socioeconomic Businesses in our subcontracting program. Additionally, P&W personnel are actively involved in the following organizations:

- 0 Northeast Chapter of Small & Disadvantaged Business Specialists
- 0 Connecticut Minority Purchasing Council (Bd. of Directors)
- 0 National Minority Supplier Development Council

Other examples of our activities are found in Exhibit "C".

- G. P&W continually seeks to add Socioeconomic Businesses to its supplier base where there are demonstrated needs for additional capacity. As part of its "outreach efforts" our personnel attend and participate in various socioeconomic business conventions, trade shows, seminars, exhibits, and procurement conferences. Examples of such participation's are shown in Exhibit "C". Buying personnel are provided with company socioeconomic business directories and other such databases provided by government and business associations for the purpose of identifying potential sources of supply.

- H. As part of the company's Make/Buy procedures, our manufacturing engineering department periodically provides the procurement organization with listings of "in house" manufactured items on which purchased cost information is requested. These items may represent new opportunities to utilize Socioeconomic Businesses. In submitting cost data, Purchasing will indicate if prices were provided from Socioeconomic Businesses as an item for consideration in the Make/Buy decision.

8. P&W will include the clause entitled "Utilization of Small Business and Small Disadvantaged Business Concerns" in all subcontracts which offer further subcontracting opportunities and require all subcontractors (except small businesses) who receive subcontracts in excess of \$500,000 to adopt a plan in consonance with this clause.
9. P&W agrees to submit periodic reports and cooperate in any studies or surveys as may be required by the "contracting agency" or the Small Business Administration in order to determine the extent of compliance with its Subcontract Plans-including the submittal of Standard Forms 294 and 295.
10. P&W will maintain the following types of records to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in the subcontract plans:
 - A. Source lists and guides on Socioeconomic Businesses.
 - B. Organizations contacted for Socioeconomic Business identifications.
 - C. On a contract-by-contract basis concerning orders in excess of \$100,000, indicate whether or not Socioeconomic Businesses were solicited and if not, why not, as well as reasons for failure of responding Socioeconomic Businesses to receive subcontract awards.
 - D. Contacts with socioeconomic business associations and business development organizations, as well as attendance at socioeconomic business procurement conferences and trade fairs.
 - E. Training programs to guide procurement personnel; a recognition program to encourage buyers; as well as monitoring activities to evaluate compliance.
 - F. On a contract-by-contract basis, suppliers are "coded" in a manner that can be used to identify their name, address, and socio status.
11. Pratt and Whitney will provide notice to subcontractors concerning penalties and remedies for misrepresentations of socioeconomic business status for the purpose of obtaining a subcontract that is to be included as part of a goals contained in our subcontract plans.

EXHIBITS

A. STANDARD PROCEDURE
and
POLICY STATEMENT

B. PURCHASING PROCEDURES
and
COMPANY ADMINISTRATOR DUTIES

C. OUTREACH ACTIVITIES

D. COMPANY and SUPPLIER
RECOGNITIONS

Exhibit "A1"F33657-97-D-2013
Section J Attachment 1
Page 7

Number: L-1	Effective Date: 02/12/93
Page 1 of 4	Supersedes: 06/01/92

PROCUREMENT OF GOODS AND SERVICES BY PURCHASE ORDER

1. INTRODUCTION AND SCOPE:

1.1 INTRODUCTION:

Procurement of goods and services by Pratt & Whitney usually is accomplished by issuance of Purchase Orders. In certain circumstances, as outlined in Standard Procedure L-1.4, supplier contracts prepared by Counsel may be utilized.

1.2 SCOPE:

- Defined are the policies and departmental responsibilities relating to supplier contracts and Purchase Order commitments. Also defined are the controls and responsibilities of the Financial Accounting Operations audit control for the processing of nonproduct orders.
- For information on consulting and foreign sales agreements, see Standard Procedure L-7.

2. POLICY:

- Except for the limited situations stated in Standard Procedure L-1.4, Company policy provides that procurement of goods and services including capital equipment will be contracted by Purchase Order issued by the appropriate Purchasing Department.
- Each Purchasing Department will maintain procedures and comprehensive instructions through which the Department executes its primary functional responsibilities.
- It is Company policy that small and small disadvantaged business concerns are given an equitable opportunity to compete for Purchase Orders to the maximum extent practicable and consistent with the efficient performance of contracts at competitive prices. Solicitations of qualified small and small disadvantaged business sources will be conducted and the Small Business Liaison Officer will be consulted for additional information and advice (see Standard Procedure A-12.28).
- Pratt & Whitney will comply with the antitrust laws of the United States. In that regard, there is established Company policy against reciprocal dealing. Reciprocal dealing arrangements are ones in which Buyers use their purchasing power to force actual or potential suppliers to buy from them. All questions concerning the subject of reciprocal dealing or a particular business practice should be raised with Counsel.
- P&W will comply with the requirements of the Anti-Kickback Act of 1986. Purchasing Department responsibilities as they relate to both internal and subcontractor actions regarding this Act are outlined in Standard Procedure A-12.33.

3. PROCUREMENT BY PURCHASE ORDER:

- The appropriate Purchasing Department is solely authorized to place Purchase Orders on behalf of P&W. Counsel provides suitable terms and conditions for inclusion in the Purchase Order. In the event a Request for Purchase Order does not contemplate terms and conditions which have been previously approved by Counsel as applicable to the transaction in question, Counsel must be consulted prior to the issuance of the Purchase Order to determine the use of the appropriate terms and conditions for the Purchase Order or whether a separate supplier contract should be prepared.

Exhibit "A2"F33657-97-D-2013
Section J Attachment 1
Page 8

Number: A-12.28	Effective Date: 07/27/92
Page 1 of 1	Supersedes: 10/06/88

SOCIO-ECONOMIC BUSINESS PROGRAMS

1. SCOPE:

Defined are responsibilities for the continued fostering and support of the Company's Small Business, Small Disadvantaged, Woman-Owned and Labor-Surplus Area Business Programs in the purchase order solicitation and award process.

2. POLICY:

Pratt & Whitney intends that small business, small disadvantaged, woman-owned and labor-surplus area business concerns owned and controlled by socially and economically disadvantaged individuals have equal and the maximum practical opportunity to compete for subcontracts let by P&W and to actively encourage these eligible concerns to participate in Company business. Purchases of goods and services will be made to the fullest extent possible consistent with this policy and the effective performance of our operations.

3. PROGRAMS OBJECTIVE:

The objective of these programs is to assist these concerns in becoming independently competitive in the securing of subcontracts.

4. IMPLEMENTATION:

- 4.1 Each Business Unit President has overall responsibility for carrying out this program. Coordination and implementation of this program is the responsibility of the GESP Manager, Purchasing for Florida Operations and the MO Vice President, Purchasing for Connecticut Operations.
- 4.2 Based on sound business judgement and fair procurement practices, management and technical assistance will be offered where appropriate to small business, small disadvantaged, woman-owned and labor-surplus area concerns to assist them to become qualified suppliers in their area of expertise.
- 4.3 Objectives are established and periodic reviews conducted to determine progress.

Exhibit 'A3'F33657-97-D-2013
Section J Attachment 1
Page 9**CORPORATE POLICIES MANUAL****Subject: CONTRACTING WITH SMALL AND
SMALL, DISADVANTAGED BUSINESSES****Section 8
Page 1 of 1
Issued
Revised 5/15/93****A. SUMMARY**

The Corporation recognizes the need to develop and support small, and especially small disadvantaged business enterprises.

B. APPLICABILITY

This Policy applies to the Corporation and its U.S.-based subsidiaries, divisions and other business entities controlled by it.

C. POLICY

It is the policy of United Technologies Corporation that small and small disadvantaged business concerns shall have equal opportunity to compete for subcontracts awarded by the Corporation and its operating units. Purchases of goods and services shall be made from such concerns to the fullest extent possible, consistent with this policy and prudent business practice.

D. PROCEDURE

All operating units shall ensure that, based on sound business judgment and fair procurement practices, management and technical assistance will be offered where appropriate to small and small disadvantaged firms to assist them to become qualified suppliers in their area of expertise;

Operating units contracting with the U.S. Government shall ensure that a program is established with written implementation procedures and objectives.

Overall corporate coordination shall be the responsibility of the Director, Corporate Small Business Programs.

E. REFERENCES**F. REVIEW**

This Policy should be reviewed at 2-year intervals following its issuance.

F33657-97-D-2013

Section J Attachment 1

Page 10

Exhibit B

PRATT & WHITNEY BUYER'S MANUAL OF PROCUREMENT POLICIES AND PROCEDURES

VOLUME 96-1
(effective 9/1/96)

UNCONTROLLED COPY
Verify current issue before use

2. PROCUREMENT ORGANIZATION

2.1. Core Procurement Organization

- The General Manager, Small Hardware Part Center is also responsible for the Core Procurement organization which conducts regular procurement activities and provides support and assistance to all other Product Centers in the areas listed below. General Manager, Small Hardware Part Center reports directly to the Vice President, Worldwide Procurement.

⇒ Procurement Support Unit:

1. Technical Data Control - Blueprints
2. Purchase Order Processing - Purchase Parts Records
3. Bid Receipt Center
4. Procurement Security Systems
5. Government Proposal Support
6. Supplier Tool Control
7. Electronic Data Interchange (EDI) and Information Technology (IT) Coordination

⇒ Compliance / Audit Unit:

1. Customer Liaison Services
2. Procurement Training
3. Product Center and Internal Audit

⇒ Socioeconomic Business Unit:

1. Coordinate efforts to meet small, small disadvantaged, woman owned, and labor surplus business objectives
2. Communicate socioeconomic business issues, training, and awareness
3. Interface with Government agencies on socioeconomic issues
4. Coordinate Equal Employment Opportunity (EEO) pre-award clearances
5. Point of contact for potential supplier inquiries

- The Financial Supplier Audit Group, reporting to the Manager, Performance Analysis-Product Delivery Center, provides support and assistance to all procurement groups in the following areas:

⇒ Termination and Supplier Audit Unit:

1. Supplier and contract audit
2. Technical analysis
3. Supplier terminations

2.2. Product Center Organization

- Procurement activities are conducted within product center organizations under the administration of a Supplier Manager(s) and Quality Manager(s), procurement management reporting directly to the product center General Manager. Reporting to Procurement Management are Procurement Specialists, Senior Procurement Analysts, Procurement Analysts, Planners, and Supplier Quality Support Specialists responsible for all procurement activities within the product center. The Vice President, Worldwide Procurement directs strategic planning efforts for all product center procurement organizations.

6. SOCIOECONOMIC BUSINESS PROGRAM

6.1. Policy

Pratt & Whitney encourages the utilization of Small Business, Small Disadvantaged Business (SDB), Woman-Owned Business, and Labor-Surplus-Area Business Concerns in the procurement process. Such "Concerns" are provided the maximum opportunity practical to participate in subcontract activity.

6.2. Definitions

- A Small Business Concern is 1) independently owned and operated in the United States or its possessions, 2) not dominant in its market, and 3) qualifies under the size standard defined by the Small Business Administration (SBA).
- A Small-Disadvantaged Business (SDB) Concern is a Small Business Concern with majority ownership and daily control and management by a "socially and economically disadvantaged" individual(s).
 - "Socially and Economically Disadvantaged" individuals include Black-American, Hispanic-American, Native-American (American Indians, Eskimos, Aleuts, Native Hawaiians), Asian-Pacific-American (U.S. citizens whose origins are from Japan, China, Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan), Asian-Indian-American (U.S. citizens whose origins are from India, Pakistan, and Bangladesh) and any other individuals judged to be disadvantaged by the SBA.
- A Women-Owned Business Concern is a Small Business Concern with majority ownership and daily control and management by a woman/women (U.S. Citizen).
- A Labor-Surplus-Area Business is located in an area of concentrated unemployment or underemployment. The Labor-Surplus-Area is geographically classified by the U.S. Department of Labor and listed in their publication "Eligible Labor Surplus Areas".

6.3. Business Classification Updates

- It is important that a supplier's "socioeconomic business classification status" is correctly recorded by P&W to ensure compliance with U.S. Government regulations. Suppliers are periodically requested to update P&W on their status and any changes are reflected in our List of Suppliers (LOS).

6.4. Statistical Monitoring

- Purchase Order/Supplement coding facilitates the compilation of Socioeconomic Business commitment data for the following purposes:
 1. Statistical monitoring and evaluating of Socioeconomic Program performance
 2. Record keeping
 3. Periodic reporting including the "Subcontracting Report for Individual Contracts" and "Summary Subcontract Report" (Standard Forms 294 and 295)

6.5. Responsibilities

- The Socioeconomic Business Program Coordinator directs all aspects of P&W's Program including:
 - A. Develops, with P&W management, annual Socioeconomic Business goals and provides monthly status reports
 - B. Acts as P&W's liaison to applicable Federal, and State Government Agencies
 - C. Acts as the focal point for potential supplier inquiries, providing buyers with new supplier capabilities and product information and maintains records of potential supplier inquiries
 - D. Represents P&W at socioeconomic business exhibitions, conferences, trade shows, and seminars
 - E. Provides periodic training and awareness sessions to P&W personnel
 - F. Maintains P&W's "Small-Disadvantaged & Women-Owned Business Directory" and assists buyers with other directories and databases such as "TRY US" and "PASS"
- Buying Personnel encourage Socioeconomic Business utilization by the following:
 - A. Use available databases/directories to solicit socioeconomic business concerns
 - B. Solicit only items which fall within their capabilities and provide required technical data
 - C. Provide adequate solicitation response time
 - D. Determine the reason for "no-bid" solicitation responses
 - E. Offer assistance to such suppliers in order to expand areas of utilization.
 - F. For ALL awards, buyers must provide written rationale for not soliciting 1) small 2) small disadvantaged or 3) women-owned businesses.

6.6. SDB Price Differential

- To encourage SDB utilization, P&W has established a policy allowing awards to SDB's on "other than low bid" basis contingent upon the following:
 1. Price differential is no greater than five percent (5%).
 2. Supplier Rating System applies
 3. Awarded order is coded "D"
- Buyer sends written notification of such awards to the Socioeconomic Business Program Coordinator.

6.7. "Advocate of the Year" Award Program

- Through the "Advocate of the Year" award program, P&W annually recognizes employees who have demonstrated exceptional efforts in support of the company's Socioeconomic Business Programs. Nominations are solicited from supervisory personnel and reviewed for approval by the Socioeconomic Business Coordinator and the Director, Core Procurement. During a formal awards ceremony, the winners are presented with a plaque and an appreciation award.

6.8. Labor-Surplus Area

- The requirements of FAR 52.220-4, "Labor-Surplus Area Subcontracting Program" are adhered to in P&W's Socioeconomic Business Program.

6.9. Referral Program

- Pratt & Whitney participates in the U.S. Government's Referral Program by advising the Small Business Administration (SBA) of our requirements for products/services for which no known Socioeconomic Business Concerns exist and the SBA refers potential Socioeconomic Businesses to P&W.

6.10. Subcontract Plan

- In accordance with Public Law 95-507 and FAR 19.702, P&W submits a "Subcontract Plan" for any awarded U.S. Government contract offering opportunities for subcontracting and valued \$500,000 or more. P&W is also required to flowdown this requirement to each domestic large business awarded an associated purchase order/supplement valued \$500,000 or more.

6.10.1. Responsibilities

- Socioeconomic Business Program Coordinator assists in:
 - A. Annually preparing a P&W-Manufacturing Operations' "Master Subcontract Plan" for cognizant ACO approval. Upon request, the Coordinator prepares individual Subcontract Plans for each qualifying contract awarded to P&W Manufacturing Operations. These individual Plans are forwarded to either 1) GESP Contract Administration or 2) LCE Contract Administration for NASA and Government Overhaul.
 - B. Periodic reporting "Subcontract Plan" status using the "Subcontracting Report for Individual Contracts" and "Summary Subcontract Report" (Standard Forms 294 and 295).
 - C. Monitoring buyer compliance with requirement for flowdown of applicable "Subcontract Plan" provisions to suppliers.
- Buying Personnel, when applicable, are responsible for the following:
 - A. Obtaining a completed "Subcontract Compliance Request" form from the supplier with their bid.
 - B. Include the following narrative on appropriate solicitations/orders/supplements:
"FAR 52.219-9 'Subcontract Plan' Applies"
 - C. Obtain a completed "Subcontract Compliance Statement" form from the supplier within sixty (60) working days from order execution.
 - D. Include both the completed "Request" and "Statement" in the Master File.

F33657-97-D-2013

Section J Attachment 1

Page 15

- Buyers must document all attempts to obtain required "Subcontract Plan" data from a supplier who refuses to comply. Ultimately, the cognizant Supplier Manager may need to communicate directly with the supplier's Chief Executive Officer to resolve the disagreement; Division Counsel is available for assistance.

F33657-97-D-2013

Section J Attachment 1

Page 16

SUBCONTRACTOR COMPLIANCE REQUESTPUBLIC LAW 95-507

"DAR 7-104.14 (b)/FAR 52.219-9 requires each subcontractor receiving a subcontract in excess of \$500,000 under a military prime contract to adopt a subcontracting plan in consonance with the clause contained in 7-104.14 (b)/FAR 52.219-9. This requirement also applies to a subcontract for the construction of any public facility in excess of \$1,000,000.00."

Please Check Appropriate Box

If an award is granted as a result of this solicitation, the offeror certifies that he will adopt a "Subcontract Plan" in accordance with DAR 7-104.14 (b)/FAR 52.219-9.

YES ☐NO ☐

Signed _____

Title _____

Company Name _____

Division _____

NOTE: This P.L. 95-507 Compliance Request must be completed and returned with your quotation response. Also, if a PW/MD Purchase Order is awarded as a result of this solicitation, a formal Subcontractor Compliance Statement (Subcontracting Plan) will be required.

**SUBCONTRACTOR COMPLIANCE STATEMENT
FOR SMALL BUSINESS & SMALL DISADVANTAGED BUSINESS
PUBLIC LAW 95-507**

CRITERIA FOR COMPLIANCE

The "Subcontractor Compliance Statement on the reverse side hereof for Small Business and Small Disadvantaged Business Concerns" (*Minority Business*) is required by DAR 7-104.14 (b)/FAR 22.119-9 and must be completed and returned to the individual listed below within sixty (60) working days after receipt of the attached Purchase Order.

Buyer Name: _____

Buyer Code No.: _____

Address: Purchasing Department
Pratt & Whitney
400 Main Street
East Hartford, Conn. 06108

This Compliance Statement shall contain the following information:

- Separate percentage goals (expressed in terms of percentage of total planned subcontracting dollars) for the utilization as subcontractors of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. For the purpose of this "Statement", the contractor shall include all first tier subcontracts to be awarded in performance of the contract and may include a proportionate share of products services, etc., whose costs are normally allocated as indirect or overhead costs when reasonably determined to be attributable to this contract. -- -- --
- (2) The name of an individual within the employ of the offeror who will administer this subcontracting program of the offeror and a description of the duties of that individual.
 - (3) A description of the efforts the offeror will make to assure that small business and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts.
 - (4) Assurances that the offeror will include the clause entitled Utilization of Small Business and Small Disadvantaged Business Concerns in all subcontracts which offer further subcontracting opportunities and will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000, or in the case of a contract for the construction of any public facility, \$1,000,000 to adopt a plan in consonance with this clause.
 - (5) Assurances that the offeror will submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror with this "Statement".
 - (6) A recitation of the types of records the offeror will maintain to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in this "Statement" including the establishment of source lists of small business and small disadvantaged business concerns; and efforts to identify and award subcontracts to such small concerns.

F33657-97-D-2013
Section J Attachment 1
Page 18

**SUBCONTRACTOR COMPLIANCE STATEMENT
SMALL BUSINESS & SMALL DISADVANTAGED BUSINESS
PUBLIC LAW 95-507**

(To Be Completed By Contractor P&W (LID) Buyer)

Name _____ Vendor Code # _____

Order # _____ Buyer Code # _____

Contract Section _____

Purchase Order
Order Value _____

4

The Offeror hereby certifies that he will include DART-MOL-14 (DFAR 27.215-6) entitled Utilization of Small Business and Small Disadvantaged Business Concerns in all subcontracts which offer further subcontracting opportunities and will require subcontractors (except Small Business Concerns) who receive subcontracts in excess of \$500,000, or in the case of a contract for the construction of any public facility, \$1,000,000 to adopt a plan in consonance with the clause.

☐ YES ☐ NO

(To Be Completed By the Subcontractor)

a) Total Value of this order estimated to be subcontracted

\$ _____

b) Goals in terms of both percentage and dollar value of (a) above which the subcontractor will extend to both Small Business & Small Disadvantaged Business.

% _____

\$ _____

5

The Offeror hereby agrees to submit Standard Form (SF) 254 - Subcontracting Report for Individual Contracts and/or Standard Form (SF) 255 - Summary Subcontract Report in accordance with the instructions on the forms. The Offeror also agrees to submit any other reports and cooperate in any studies or survey as may be required by P&W/LID or by the U.S. Government in order to determine the extent of compliance by the offeror with this "statement".

☐ YES ☐ NO

The name of the individual within the employ of the offeror who will administer this subcontracting program of the offeror and a description of the duties.

Name _____

Title _____

Address _____

City, State, Zip _____

Telephone _____

Description of Order _____

(Attachment may be used)

6

The Offeror hereby certifies that upon request by P&W/LID or the U.S. Government, he will provide a recitation of the types of records that he (offeror) will maintain to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in the "Statement" including the establishment of source lists of Small Business and Small Disadvantaged Business Concerns.

☐ YES ☐ NO

7

The Offeror hereby certifies that he will ensure that Small and Small Disadvantaged Business Concerns will have an equitable opportunity to compete for subcontracts.

☐ YES ☐ NO

Company Name _____

Signature of Authorized
Representative _____

Company Address _____

Title of Authorized
Representative _____

Date _____

F33657-97-D-2013

Section J Attachment 1

Page 19

DATE Function/Event**Location****Personnel**

09/12/96 CMPC Trade Fair

Southbury Hilton, Southbury, CT

J. Crichtlow, P. Mayhew, V. Falcella

09/21/96/26/96 MED WEEK

Sheraton Hotel, Washington, D.C.

V. Falcella

24-Sep TRIAD Small Business Meeting

Washington, D.C.

V. Falcella

PAGE 37

Exhibit

meetings.xls

DATE Function/Event

Location

Personnel

F33657-97-D-2013

Section J Attachment 1

Page 20

DATE	Function/Event	Location	Personnel
11-Oct	CMPC Bd. of Directors	CMPC Office, N.Haven	V.Falcetta
20-Oct	Northeast Chapter SBLOs'	Hilton Hotel, Danbury, Ct.	V.Falcetta
11/14/95	NASA Quarterly Meeting	Holiday Inn, westlake, Ohio	V.Falcetta
11/17/95	Rep. Neal Proc. Conf.	Westover AFB, Mass.	V.Falcetta
12/15/95	Rep. Delaura Proc. Conf.	New Haven, Ct	V.Falcetta
2/4/96	UTC Sm. Bus. Council	Embassy Suites, WPB, FL	V.Falcetta
2/13/96	Kelley AFB Proc. Conf.	Gonsalves Center San Antonio	V.Falcetta
2/14/96	TRIAD meeting	Summer Suites San Antonio Tx.	V.Falcetta
2/14/96	Advocate of the Year Awards	P&W Cafeteria-E.H.	M.Coran A. Mulvey J.Wolter G.Sanford Col.Cunningham PW peopl
3/4, 3/5 96	JPL SDB HI Tech Conf.	Los Angeles, Ca	V.Falcetta
3/18-3/20	NAS/CPC Quarterly Meeting	Westlake, Oh.	V.Falcetta
16-Apr	CMPC Annual Meeting/Awards	Aqua Turf,Cheshire,Ct.	A.Mulvey,L.Trey,B.Schwarz,J.McGee,V.Falcetta, other P&W peop
1-May	TRIAD Sm. Business Meeting	Marriott, Crystal City, Va.	V.Falcetta
2-May	Sm. Business Week Conf.	Marriott-Crystal City, Va.	V.Falcetta, N.Rodrigue
3-May	UTC Sm. Business Council	UTC Washington D.C. Office	V.Falcetta
14-May	CMPC Bd. of Directors Meeting	CMPC Office, N.Haven	V.Falcetta
7/30-8/2/96	NASA CPC MEETING	Holiday Inn and NASA HQ Westlake and Cleveland OH	V.Falcetta
8/6/96	Procurement Conf. Rep. Delaura	Gateway Technical College-N.Haven	V.Falcetta

meetings.xls 7/24/96

F33657-97-D-2013
Section J Attachment 1
Page 21

<u>DATE</u>	<u>Function/Event</u>	<u>Location</u>	<u>Personnel</u>
2/23/95	CMPC Quarterly Meeting	Fleet Bank, E. Hart	V. Falcetta
3/14/95	CMPC Bd. of Directors	CMPC Office, New Haven	V. Falcetta
3/20/95	SDB Trade Fair	Sikorsky Aircraft	V. Falcetta
4/21/95	Northeast Chap. SBLOs	Hyannis, Ma.	V. Falcetta
4/25/95	CMPC Annual Awards Dinner	Southington, Ct.	V. Falcetta R. Alexandria E. Dodge E. Schwarz J. Crichtow D. Saxton P. Mayhew N. Rodrigue
5/3/95	TRIAD Meeting	Washington, D.C.	V. Falcetta
5/4/95	Small Business Week	Washington, D.C.	V. Falcetta N. Rodrigue
5/5/95	UTC SBLO Meeting	Washington, D.C.	V. Falcetta
5/24, 25/95	NASA CPC Quarterly Meeting	Cleveland, Oh.	V. Falcetta
6/23/95	SDB Contract Presentation MicroAge Computer	Pratt & Whitney-E. Hart.	V. Falcetta R. Leonard, R. Cole
7/19/95	CMPC Strategy Meeting	Farmington, Ct.	V. Falcetta B. Fitzgibbons K. Graham B. Brancato
7/26/95	D.O.D. Proc. Conf.	Springfield College	V. Falcetta
8/22-24/95	NASA CPC Quarterly Meeting	Cleveland, Oh.	V. Falcetta
9/7/95	CMPC Trade Fair	Hartford Civic Center	V. Falcetta R. Alexandria D. Moriarty J. Crichtow P. Mayhew
12-Sep	DCMAO Program Review	P&W Middletown	V. Falcetta F. Prater DCMAO
9/25/28	MED Week Activities	Sheraton Hotel Wash. D.C.	V. Falcetta
9-Sep	TRIAD Sm. Bus. Meeting	Sheraton Hotel, Wash. D.C.	V. Falcetta

DATE	FUNCTION	LOCATION	PERSONNEL
6/18/93	NMSDC Annual Meeting	Orlando, FL	V.Falcella
7/18/93	Air Force "Outstanding Subcontractor Award"	Dynamic Metals Manchester, CT	V.Falcella S.Farinella G.Katsarakas N.Rodrigue
7/18/93	Northeast Chapter of Small Business Specialist	West Point, NY	V.Falcella
11-1/14/94	DOD Small Business & Industries Conference	Allanta, GA	V.Falcella
12/5/94	UTC Small Business Council Meeting	Farmington, CT	V.Falcella
1/14/94	Quarterly SDB Forum Sponsored by NASA	Cleveland, OH	Steve Holland
1/14/94	CMPC Annual Meeting & Award Dinner	Cheshire, CT	V.Falcella R.Brancato P.Mayhew J.Crichlow T.Curry R.Alexandria
1/4/94	TRIAD Small Business Meeting	Washington, DC	V.Falcella
1/5/94	Small Business Procurement Conference & Awards Dinner	Washington, DC	V.Falcella
1/6/94	UTC Small Business Council Meeting	Washington, DC	V.Falcella
1/10/94	CMPC Board of Directors Meeting	CHFA - Rocky Hill	V.Falcella
1/3/94	Procurement Conference Sponsored by Sen. Lieberman SBA & DOD	Zenny's Restaurant Mansfield, CT	V.Falcella A.Greenspoon
1/15/94	CMPC Quarterly Meeting	Sikorsky	V.Falcella
1/15/94	UTC Small Business Council	UTC Leadership Center Farmington, CT	V.Falcella
1/7-9/8/94	CMPC Trade Show	Sheraton Hotel & Civic Center - Hartford, CT	V.Falcella S.Norlieel P.Mayhew T.Curry

F33657-97-D-2013

Section J Attachment 1

Page 23

0072V

Page 32

DATEFUNCTIONLOCATIONPERSONNEL

3/22/93

SDB Trade Fair - Sikorsky

Stratford, CT

V. Falcetta

3/5/93

Buyer/Supplier Awards - P&W Purchasing

East Hartford, CT

SBA; UTC; DCMO; NPRO;
P&W Purchasing

3/9/93

C,PC Board of Directors - CHFA

Rocky Hill, CT

V. Falcetta

3/29/93

SDB Award Presentation - Fabric Development

Quakertown, PA

V. Falcetta D. Malinowski

4/13/93

CMPC Board of Directors - SNET

Orange, CT

V. Falcetta

5/12/93

TRIAD Meeting

Washington DC

V. Falcetta

5/13/93

Small Business Awards

Washington DC

V. Falcetta N. Rodrigue

5/25/93

Open House at SDB Supplier - Almtex

Auburn, MA

V. Falcetta B. Sheehan
J. Grichlow

6/9/93

CMPC/NEMPC "Joint Trade Fair"
Springfield Civic Center

Springfield, MA

V. Falcetta J. Grichlow

6/15/93

CMPC Board of Directors
Northeast Utilities

Berlin, CT

V. Falcetta

6/21-6/22/93

SBA "8A" Trade Fair

Washington DC

Ed Able

9/17/93

Procurement Conference Sponsored by
Congresswoman Nancy Johnson

Bristol, CT

V. Falcetta

9/22/93

HI Tech SDB Conference Sponsored by
NASA - Lewis Research Center

Cleveland, OH

A. Chiu
D. Stark

9/29/93

NBDA Awards - Luncheon

New York, NY

D. Carmack V. Falcetta

10/5-10/7/93

NED Week

Washington, DC

V. Falcetta

10/8/93

TRIAD Small Business Meeting

Washington, DC

V. Falcetta

F33657-97-D-2013

Section J Attachment 1

DATE
Page 24

0072V

Page 31

DATE	FUNCTION	LOCATION	PERSONNEL
May 14-15, 1992	Small Business Week	Harriott Washington, DC	V.Falcetta
May 19, 1992	C.M.P.C. Board of Directors	Electric Boat Groton, CT	V.Falcetta
May 21, 1992	Open House - Constructive Workshop	New Britain, CT	V.Falcetta K.Glynn P.Bradley
May 28, 1992	MSDC Leadership Award Dinner	New York	V.Falcetta
June 8-10, 1992	Connecticut & New England Minority Council Trade Fair	Springfield, MA	V.Falcetta J.Crichlow N.Rodrigue
June 24, 1992	C.M.P.C. Board of Directors - Peoples Bank	Bridgeport, CT	V.Falcetta
July 28, 1992	UTC Small Business Council	Atlanta, GA	V.Falcetta
July 29-30, 1992	SBA/Senator Nunn Procurement Conference	Atlanta, GA	V.Falcetta
August 13, 1992	Minority Procurement Conference Sponsored by NASA	Cleveland, OH	V.Falcetta S.Brattoli
October 13, 1992	CMPC Board of Directors - Travelers Ins.	Hartford, CT	V.Falcetta
November 11, 1992	CMPC Board of Directors - Kaman	Bloomfield, CT	V.Falcetta
December 8, 1992	CMPC Board of Directors - Fleet Bank	Hartford, CT	V.Falcetta
1/12/93	CMPC Board of Directors - Digital Equip. Corp.	Rocky Hill, CT	V.Falcetta
1/27/93	UTC Small Business Council - PEM-Florida	West Palm Beach, FL	V.Falcetta
1/28/93	Minority Trade Fair - PEM Florida	West Palm Beach, FL	V.Falcetta
2/9/93	CMPC Board of Directors - Norden	Norwalk, CT	V.Falcetta

F33657-97-D-2013

Section J Attachment 1

DATE	FUNCTION	LOCATION	PERSONNEL
December 10, 1991	C.M.P.C. Board of Directors	Fleet Bank Hartford, CT	V.Falcetta
December 12, 1991	"Best Practices" Conference Sponsored by AIA	Washington, DC	V.Falcetta
January 14, 1992	C.M.P.C. Board of Directors	Digital Equipment Rocky Hill, CT	V.Falcetta
January 21, 1992	SBA (SDB) Procurement Conference	Washington, DC	V.Falcetta
February 6, 1992	UTC Small Business Council	UTC Leadership Center Farmington, CT	V.Falcetta
February 19-21, 1992	TRIAD/EIA Meeting	Cocoa Beach, FL	V.Falcetta
February 25, 1992	C.M.P.C. Board of Directors	SNRT, New Haven, CT	V.Falcetta
February 28, 1992	SDB Buyer & Supplier Recognition Program	PCW, East Hartford, CT	V.Falcetta Purchasing Management UTC, SBA, CMPC
April 3, 1992	Northeast Chapter SBL0's	New Jersey	V.Falcetta
April 14, 1992	C.M.P.C. Board of Directors	UTC Leadership Center Farmington, CT	V.Falcetta
April 30, 1992	SDB Trade Fair	PCW, East Hartford, CT	Purchasing, UTC, Government
May 8, 1992	C.M.P.C. Annual Meeting & Award Ceremony	Sheraton, Waterbury, CT	V.Falcetta A.Schwartz J.McGe N.Rodrigue, P.Mayhew J.Crichlow L.Scribner
May 13, 1992	TRIAD Small Business Meeting	Marriott, Washington, DC	V.Falcetta

0072V

Page 30

EXHIBIT "D"F33657-97-D-2013
Section J Attachment 1
Page 26PRATT & WHITNEY AND SUPPLIER RECOGNITION'S

JANUARY 1988	P&W sponsored machining supplier was recognized by U.S. Air Force as "Outstanding Subcontractor for Manufacturing Excellence".
MAY 1988	P&W sponsored small machining supplier was recognized by the U.S. Small Business Administration as Small Business Subcontractor of the Year in Region V.
MAY 1988	P&W receives Corporation of the Year award from the Minority Input Committee of the Connecticut Minority Purchase Council for its effort to support and promote Minority Business.
JANUARY 1989	P&W sponsored "edm" machining supplier was recognized by the U.S. Air Force as "Outstanding Subcontractor for Manufacturing Excellence".
APRIL 1991	P&W sponsored "small-screw machining" supplier was recognized by the Department of the Air Force as "Outstanding Subcontractor For Manufacturing Excellence".
MAY 1991	P&W received "Corporation of the Year" award from the Minority Input Committee of the Connecticut Minority Purchasing Council for its efforts to support and utilize SDB's.
MAY 1991	A fuel oil supplier - nominated by P&W - was recognized as "Minority Supplier of the Year" by the Connecticut Minority Purchasing Council.
OCTOBER 1992	P&W "forging" supplier recognized by Department of the Air Force as "Outstanding Subcontractor for Manufacturing Excellence".
APRIL 1993	P&W supplier of jet engine components recognized as "Minority Supplier of the Year" by the Connecticut Minority Purchasing Council.
MAY 1993	P&W supplier of jet engine sheet metal fabrications named as Small Business Subcontractor of the Year - Region I by the U.S. Small Business Administration.
NOVEMBER 1993	P&W sheet metal supplier recognized by Department of the Air Force as "Outstanding Subcontractor of Manufacturing Excellence".
MAY 1995	P&W recognized by a Minority Supplier for efforts to support minority business programs.
APRIL 1996	P&W presented Corporation of Year award by CT. Minority Purchasing Council for outstanding efforts in minority business utilization.

PRATT & WHITNEY COMMENDATIONS

436 CANNON BUILDING
WASHINGTON, DC 20515-0703
(202) 225-3661

ONE CENTURY TOWER
265 CHURCH STREET
NEW HAVEN, CT 06510
(203) 562-3718

KELLY HORTON CLINTON
(203) 562-1181

STRATFORD
(203) 378-9005



UNITED STATES
HOUSE OF REPRESENTATIVES

ROSA L. DELAURO

30 DISTRICT, CONNECTICUT

August 12, 1996

Mr. Vincenzo Falcetta
Small Business Officer
Pratt & Whitney
450 Main St.
Aircraft Road, Mailstop 403-72
East Hartford, Connecticut 06108


Dear Mr. Falcetta:

Thank you for participating in the Contracting Forum for Women Business Owners that I sponsored on August 6th. I greatly appreciate the time that you spent explaining subcontracting opportunities to, and networking with, the women business owners who attended. Your company is clearly dedicated to supporting Connecticut's small businesses; as the state's economy continues to stagnate, such a commitment is essential.

Acknowledging that women business owners obtain very few primary contracts or subcontracts through the federal government, I have been working with the U.S. Small Business Administration to sponsor activities that will bring more women into the procurement arena. The forum on August 6th was just one of a series that I intend to sponsor during the upcoming year. My hope is that women business owners who participate will obtain new contracts as a result. As follow up, my office will track the growth of these businesses and their contracting activities.

Once again, thank you for your time and enthusiasm. Hopefully you will participate in similar forums in the future. If you have any suggestions or comments about the event, do not hesitate to call Maura Policelli in my district office at (203) 562-3718.

Sincerely,


ROSA L. DeLAURO
Member of Congress

RLD/mp

F33657-97-D-2013

Section J Attachment 1

Page 27

CHIEF DEPUTY WHIP

COMMITTEE ON NATIONAL SECURITY

SUBCOMMITTEES:

MILITARY PROCUREMENT

MILITARY PERSONNEL

RECEIVED

AUG 29 1996

V.A. FALCETTA

F33657-97-D-2013
Section J Attachment 1
Page 28



22 March 1994

Vincent F.
Mail

Mark S. Coran
Executive Vice President
PWA Operations
East Hartford, CT

Dear Mark;

Thank you for selecting Jedco as the Small Disadvantage Business of the Year. It bears restating that a large part of our recent improvements can be attributed to the time and expertise given Jedco by your Purchasing staff. These individuals have unselfishly given themselves to further motivate Jedco to excel. Pratt & Whitney has been a good mentor and friend to Jedco, and I can assure you that we appreciate your efforts and pray that we remain a worthy protege.

From Pratt & Whitney and our employees, Jedco has learned that perfection and excellence are not destinations, but is a continuous journey. We thank you again and we are proud to be Pratt & Whitney's partner and companion in this journey.

Best Regards,

JEDCO, INC.

Andra T. Robinson
Chief Executive Officer

F33657-97-D-2013

Section J Attachment 1

Page 20

REGISTRATION OFFICE
343 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-0706
TELEPHONE (202) 225-4478

NEW HARTFORD OFFICE
480 MYRTLE STREET—SUITE 300
NEW HARTFORD, CT 06103
TELEPHONE (203) 223-8412

ENFIELD OFFICE
275 HAZARD AVENUE
ENFIELD, CT 06082
TELEPHONE (203) 745-6722

NANCY L. JOHNSON
6TH DISTRICT, CONNECTICUT

COMMITTEE ON WAYS AND MEANS

SUBCOMMITTEE

HEALTH
TRADECOMMITTEE ON
STANDARDS OF OFFICIAL CONDUCTCHIEF CLERK
EXPORT TASK FORCE

Congress of the United States

House of Representatives

Washington, DC 20515-0706

September 24, 1993

RECEIVED

OCT 04 1993

V.A. FALCETTA

Mr. Vincent Falcetta, SBLO
UTC Pratt and Whitney
400 Main St.
East Hartford, CT 06108-0969

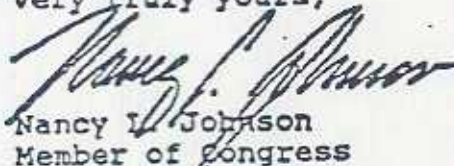
Dear Mr. Falcetta:

Thank you for participating in Procurement '93 last week. I deeply appreciated your taking the time to be there, and know that your availability was of great value to the many participants.

Having reviewed the evaluation forms, I can only conclude that the conference was a tremendous success. Clearly, businesses throughout Connecticut were eager to learn the fundamentals of procuring and contracting, and thirsty for an opportunity to network with buyers and other suppliers. I hope that you found the program productive for your company and that the day's conversations turn to meaningful business relationships.

Once again, thank you for your willingness to participate. The conference's success is in large part due to you and your company. I look forward to continuing to work with you and ask that you do not hesitate to call upon me if I can be of any assistance.

Very truly yours,


Nancy L. Johnson
Member of Congress

NLJ/bm

F33657-97-D-2013
Section J Attachment 1
Page 30

C T S

RECEIVED

AUG 17 1993

M. S. CORAN

10025 West 104th Frontage Rd. N. Unit 1
Overland Park, MO 66207
FAX (817) 456-0991

Office
Technology
Systems

August 9, 1993

Mr. Mark S. Coran
Executive Vice President - Operations
Pratt & Whitney
United Technologies
400 Main Street M/S 101-19
East Hartford, CT 06108

AUG 24 '93

R. T. LEONARD

Dear Mr. Coran:

It is with absolute pleasure and a tremendous amount of gratitude that I write this letter to say how much Pratt & Whitney and its personnel are appreciated by myself and the people of Office Technology Systems, Inc.

I cannot speak too highly of Mr. Donald C. Bowen, Ms. Rita Alexandria, Ms. Mary LaVoie, Mr. Don Widopan, and Mr. Vincenza A. Falcetta. They have brought the highest type of professionalism and businesslike attitudes into all our dealings while demonstrating a passionate understanding for the average small business individual. These individuals did a tremendous job in working with OTS to provide sound advice and encouragement.

There is so much malignant of business organizations today that one can easily lose sight of the fact that there are also outstanding organizations such as UTC and Pratt & Whitney who are setting wonderful examples. They are the movers and the doers and OTS is a living example of how effective they are.

Currently, OTS's business is progressing positively. We have orders in excess of \$2 million. One would speculate how a company such as Pratt & Whitney, with their own problems, would find it difficult to spare time for a struggling, small business organization. However, such has not been the case for which OTS is thankful.

I would especially like to single out ~~Mr. Vincenza A. Falcetta~~ for his efforts on my behalf. He explained the possibilities of our obtaining financing for OTS to stay in business after learning about OTS's difficulties with the embezzlement and the financial struggle with ITT and IBMCC.

He used to say as an understanding customer, "We will do all that we can to help a supplier if they have demonstrated their worthiness." He truly lives by those words. I can honestly say I am still in business today due to the magnificent support and generous heart of the staff and members of Pratt & Whitney.

Thanks for being yourself.

Sincerely,



Mel Daniels
President & CEO
Office Technology Systems, Inc.

F33657-97-D-2013
Section J Attachment 1
Page 31

CONNECTICUT MINORITY



PURCHASING COUNCIL, INC.

RECEIVED

AUG 18 1993

M. S. CORAN

EXECUTIVE DIRECTOR
Clarence T. Williams

August 17, 1993

CHAIRMAN
Philip Johnson
Connecticut Housing
Finance Authority

VICE-CHAIRMAN
John Ryan
SNET

TREASURER
John Harrington
People's Bank

SECRETARY
Marge Medley
Xerox Corporation

Mark Green
Aetna Life & Casualty

Patricia Davis
CIGNA

Robert Wright
Digital Equipment Corp.

Garrow
Bank

Leonard Reed
General Dynamics,
Aircraft Division

Jore McWilliams
Hamilton Standard, Division
of United Technologies

Ralph Fiore
Kansas Aerospace Corp.

Rose Riley
Norden Systems, Subsidiary
of United Technologies

Deborah Holley
Northeast Utilities

Kevin Belme
Piney Bowes

Vincenzo Falcetta
Pratt & Whitney, Division
of United Technologies

Jack Miles
The Travelers Companies

Derek Jones
United Technologies Corporation

MIC Chairperson
Carolyn Comeaux
Ensign Travel

PM Representative
Thomas Foley
Phoenix Mutual Life Insurance

Pratt & Whitney
400 Main St./MS 101-09
East Hartford, CT 06108

Attention: Mr. Mark S. Coran, President

Dear Mr. Coran:

It is my pleasure to inform you that a member of your firm Mr. Vincenzo Falcetta has been elected to the Board of Directors of the Connecticut Minority Purchasing Council Inc. This will be for the 1993-1994 time frame..

The Connecticut Minority Purchasing Council (CMPC) has serviced the small business community throughout Connecticut since 1976 and promotes minority businesses in the state of Connecticut. The council serves its member corporations by carefully screening all supplier candidates and providing a directory of certified minority suppliers in Connecticut or by making a national search for certified suppliers when needed by our Corporate members.

The role of a Board Member, as you know, is an important and challenging position in any organization. They are the ultimate decision makers. It is for this reason that our selection of board members are carefully made from Connecticut's most progressive large and small businesses.

The CMPC Board of directors meeting are held monthly and last approximately two and one half hours. There are a number of events throughout the year that also require a board members attendance. Our intention of course is to efficiently use the time of this valued corporate resource.

We are delighted that Mr. Vincenzo Falcetta has accepted this board member position and appreciate Pratt & Whitney for allowing Vinny to participate.

Sincerely,

Clarence T. Williams
Clarence T. Williams
Executive Director

RECEIVED

AUG 24 1993

V.A. FALCETTA

cc: Douglas Carrack, Manager-Procurement Oper.

CMPC — Meeting The Challenge

*Congratulations and
flourish
Mail*

*8/24/93
-G
FYI
V.A.*

F33657-97-D-2013

Internal Correspondence



March 26, 1992

To: Vinnie Falcetta
From: Derek Jones
Subject: UTC Small Business Council Progress Award

Dear Vinnie:

The recognition of the UTC Small Business Council for a 1991 Achievement Award in the category of Progress is an accomplishment directly attributable to the motivation and effort of members such as yourself.

In its first full year of existence, the council has had a significant impact on the Corporation's Small and Minority Business utilization as well as raising the awareness throughout UTC relative to the requirements, responsibilities and opportunities in this area. As a result of your efforts, UTC has truly become a benchmark corporation in Small Business Program development.

I would, therefore, like to take this opportunity to personally thank you for your effort and initiative in support of the Small Business Program in 1991 and I look forward to an exciting 1992 as we continue to build on the solid foundation which we've established.

Please accept this certificate from George Sanford, Vice President - Corporate Purchasing and the enclosed gift in sincere appreciation of your efforts.

Sincerely,

A handwritten signature in dark ink, appearing to read "Derek".

Derek R. Jones
Director, Corporate Small Business Program

Enclosure

*Vinnie,
I sincerely appreciate your
help as we established the
council and the progress
come a long way
year - it*

F33657-97-D-2013

Section J Attachment 1

Page 33

Congress of the United States

Washington, D.C. 20515

August 21, 1991

Mr. Derek Jones
United Technologies Corporation
One Financial Plaza
Hartford, CT 06101

Dear Mr. Jones:

We are pleased to inform you that United Technologies' efforts to comply with the DoD small and disadvantaged business contracting goal set forth in Section 1207 of Public Law 99-661 qualifies your organization for one of fourteen "Congressional Hispanic Aerospace Awards." The awards will be presented at a ceremony scheduled for September 18, 1991, from 6:00pm to 8:00pm in the Rayburn House Building Gold Room 2168 in Washington, D.C.

Our award co-sponsors, Hispanic Business Magazine and the Latin American Management association, congratulate you on your efforts. As one of the top 200 Defense prime contractors in the nation, your quality performance sets an example for over 1200 Defense contractors who must comply with Section 1207.

While this legislation impacts all DoD buying activity, nationally few firms have actually succeeded in reaching or exceeding the 5 percent subcontracting goal which the law mandates. The Aerospace Awards recognize those special companies who are making substantial progress toward meeting their obligation under Section 1207. The spirit of these awards provides an incentive for all companies to continue their voluntary efforts to be in compliance with the 5 percent goal.

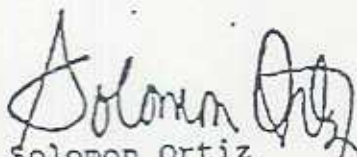
Because you have demonstrated a tangible corporate commitment to increasing small and disadvantaged utilization within your corporation, we wish to honor you with this award.

A representative of the Latin American Management Association will be in contact with you shortly to provide you with more details. For additional information, please contact Ms. Luz Hopewell at (202) 546-3803.

Congratulations,



Albert Bustamante
Member of Congress



Solomon Ortiz
Member of Congress



Esteban Torres
Member of Congress

F33657-97-D-2013

Section J Attachment 1

Page 34

CONNECTICUT MINORITY



PURCHASING COUNCIL, INC.

February 13, 1991

A.E. WEGNER

FEB 18 1990

EXECUTIVE DIRECTOR
Clarence T. WilliamsCHAIRMAN
Thomas Flowers
Sitorby, Division of
United TechnologiesVICE CHAIRMAN
Charles Becker
Hamilton Sundstrand, Division
of United TechnologiesTREASURER
Thomas White
Mechanics & Farmers BankSECRETARY
Rose Riley
Norica Systems, Subsidiary of
United TechnologiesWILE DAVIS
Acad Life & CasualtyDIANE PAUL
OGMAIrene Tranchesi
The Tranchesi CompaniesKurt Masi
Connecticut Bank & TrustPat Johnson
Connecticut Housing
Finance AuthorityLeonard Reed
General Dynamics
Electric Boat DivisionRalph Fiere
Keros Aerospace CorporationKenny Richards
Northwest UtilitiesHoward Elms
OGS CorporationSue Carter
Fancy FarmsVincenzo Falcetta
Pratt & Whitney, Division
of United TechnologiesM. Sue Penn
SNETJack MacDonald
Tetron LymingtonEuse Allen
Union CarbideNeph Linnane
CAPM Representative
First BrandsPeter Porco
MHC Chairman
Aerospace TechnologiesBarbara Hubbard
Chesbrough-PondRichard J. DeAngelo
Hughes Danbury Optical
Systems

Mr. Arthur Wegner
President
Pratt & Whitney, Division
of United Technologies
400 Main Street
East Hartford, CT 06108

Dear Mr. Wegner:

First, we would like to acknowledge and commend you and your corporation for continued support of the Connecticut Minority Purchasing Council (CMPC).

We would also like to commend the outstanding service of Pratt & Whitney's representative, Vincenzo Falcetta, who also serves on our board of directors.

It is your leadership that enhances the entire business community through collective improvement in market development and competition fostered by the CMPC.

The CMPC corporate membership base has reached 100 and has over 400 suppliers registered. Scholarships are provided to support the attendance of minority businessmen to executive programs such as that sponsored by Amos Tuck Graduate School of Business at Dartmouth College. Supplier Showcases, matchmakers, and trade fairs are some of the tools utilized to increase minority supplier participation in company's such as yours.

You can take pride in the fact that Pratt & Whitney has shown a sincere and meaningful corporate commitment to economic justice over a long period of time, which has resulted in many genuine success stories. Without you, progress would not be possible.

We look forward to your continued support of the CMPC in carrying out your corporate policy in support of minority business.

Very truly yours,

Clarence T. Williams
Clarence T. Williams
Executive Director

Thomas Flowers
Thomas Flowers
Chairman

CTW:ll

cc: Vincenzo Falcetta

F33657-97-D-2013

Section J Attachment 1

Page 35

DEPARTMENT OF THE ARMY

WATERVLIET ARSENAL
WATERVLIET, NEW YORK 12189-5000REPLY TO
ATTENTION OF:

December 21, 1990

Office of the Commander

Mr. Vinny Falcetta
Pratt & Whitney Aircraft
400 Main Street
East Hartford, Connecticut 06082

Dear Mr. Falcetta:

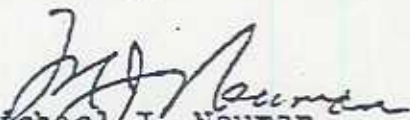
I want to thank you for an outstanding job of counselling area businessmen at the Capital Region Procurement Conference on October 31, 1990 in Saratoga, New York.

The conference was very effective in presenting procurement opportunities to the 298 firms that attended. Evaluations by company representatives were most favorable; many specifically mentioned the helpful, positive attitude of the exhibitors. All of the agencies involved with presenting the event were especially complimentary of the level of expertise and assistance offered by the procurement representatives. Your contribution to the success of the conference is appreciated.

Enclosed is a listing of all the participants of the program. We received numerous requests for this information on the day of the conference. We will be sending you a photograph of your agency's booth in the near future.

Thank you again for your support.

Sincerely,


Michael J. Neuman
Colonel, Ordnance Corps
Commanding

Enclosure

F33657-97-D-2013

Section J Attachment 1

Page 36

CONNECTICUT MINORITY PURCHASING COUNCIL, INC.



EXECUTIVE DIRECTOR

Clarence T. Williams

CHAIRMAN

Thomas Flowers
Sikorsky, Division of
United Technologies

VICE-CHAIRMAN

Charles Becker
Hamilton Standard, Division
of United Technologies

TREASURER

Thomas White
Kochanek & Farnham Bank

SECRETARY

Rosa Riley
Norton Systems, Subsidiary of
United TechnologiesMike Davis
Aetna Life & Casualty

Dianne Paul

CIGNA

Livia Tronchis
The Tronchis CompaniesKaree Mendi
Connecticut Bank & TrustPhilip Johnson
Connecticut Housing
Finance AuthorityLeonard Reed
General Dynamics

Electric Boat Division

John From
Aerospac CorporationMary Richards
Northeast UtilitiesHoward Dinkel
Xia Corporation

Slate Carter

Percy Brown

Vincenzo Falcetta
Pratt & Whitney, Division
of United Technologies

M. Sue Pons

SNET

Jack MacDonald
Tectra LicensingRosa Allen
Union CarbideHugh Linnane
CAPM Representative

First Brands

Peter Perez
BOC Chairman

Aerospac Technologies

Barbara Hubbard
Chastrough-PondsRichard J. DeAngelo
Hughes Danbury Optical
Systems

October 4, 1990

RECEIVED

OCT 2 1990

V. A. FALCETTA

Mr. Vincenzo Falcetta
Pratt & Whitney
400 Main St.
Purchasing OBB-1
E. Hartford, CT 06108

Dear Mr. Falcetta:

On behalf of the Board of Director's and staff of the Connecticut Minority Purchasing Council (CMPC), we thank you and your corporation for its support of the Business Opportunity Fair on September 26-27, 1990 at the Waterbury Sheraton Hotel.

The continued support of the Council's affairs by Corporations such as yours, consistently contributes to the many successes of our organization.

Again, Thanks.

Sincerely,

Clarence T. Williams
Executive Director

CTW:bw

F33657-97-D-2013
Section J Attachment 1
Page 37

FLOYD MANUFACTURING CO., INC.

2 Alcap Ridge, Cromwell, Connecticut 06416 (203) 635-3171 FAX : (203) 635-5343

10/3/90

RECEIVED

OCT 8 1990

V.A. FALCETTA

Mr. David Hamilton
Pratt & Whitney Aircraft
Code A3 Supervisor
M.S. 182-09
East Hartford, CT 06108

Dear Dave: /

On behalf of Floyd Manufacturing Company, Inc., I would like to thank Pratt & Whitney Purchasing and especially Phil Mayhew for helping us in overcoming the many obstacles and difficulties in getting on-line as a Pratt vendor.

Phil's direction in moving us through the initial phases of the quoting process, receiving and interpretation of specs, introducing us to the proper engineering and inspection personnel when required and his general patience while we developed an understanding of the particulars of how Pratt operates has been of immense value to us.

This note is just an expression of our gratitude to your department and to Phil for what you have done for us and the trust you have placed in us.

Sincerely,

Gregory C. Fontaine
Gregory Fontaine

cc: Vinnie Falcetta

J. JAMES EXON
NEBRASKA1000 F STREET, N.W.
WASHINGTON, DC 20510247 F STREET, N.W.
WASHINGTON, DC 205106201 F STREET, N.W.
WASHINGTON, DC 20510375 F STREET, N.W.
WASHINGTON, DC 205103101 F STREET, N.W.
WASHINGTON, DC 20510

United States Senate

WASHINGTON, DC 20510-2702

August 8, 1990

F33657-97-D-2013

Section J Attachment 1

Page 38

COMMITTEES:
ARMED SERVICES
COMMERCE, SCIENCE, AND
TRANSPORTATION
BUDGET

RECEIVED

AUG 13 1990

V.A. FALCETTA

Mr. Vince Falcetta
Pratt-Whitney
400 Main Street, MS 181-16
East Hartford, CT 06108

Dear Vince:..

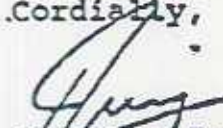
Thank you for participating in the 1990 Nebraska Conference on Federal Procurement and New Export Opportunities. I was delighted that the program was so successful. Business, government, and contractor participation exceeded all expectations.

The contributions of government and private sector exhibitors were critical to the success of the program. You have my personal thanks for helping Nebraska businesses identify the many available opportunities to market products and services to the federal government and the export markets.

It was a pleasure and privilege to be associated with such a fine program. I appreciate your fine efforts.

With best wishes.

Cordially,


J. James Exon
United States Senator

Tom Mazza
Mel. Goodweather
FYI

V

NANCY L. JOHNSON
11th DISTRICT, CONNECTICUT

CL .TEE ON WAYS AND MEANS

ENVIRONMENTAL
HEALTH
HUMAN RESOURCES

HOUSE EXPORT TASK FORCE
VICE CHAIRMAN

Congress of the United States
House of Representatives
Washington, DC 20515

F33657-97-D-2013
Section J Attachment
113 Cannon House Office Building
WASHINGTON, DC 20515
TELEPHONE (202) 225-4476

NEW HARTFORD OFFICE
1 GORRIS STREET
NEW HARTFORD, CT 06053
TELEPHONE (203) 223-8412

OFFICE OFFICE
276 HAZARD AVENUE
BRIDGE, CT 06602
TELEPHONE (203) 745-5722

October 3, 1989

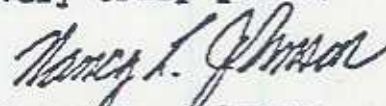
Mr. Vincenzo A. Falcetta
Small Business Liaison Officer
United Technologies
Pratt & Whitney
400 Main Street 181-16
East Hartford, CT 06108

Dear Mr. Falcetta,

Thank you for arranging for the participation of your company in "PROCUREMENT '90" on September 8th. I was pleased by the quality of the day's workshops and the by number of professionals like yourself who cooperated to make the program a success.

I appreciate your support of my efforts to bring government services to the people of my district.

Very truly yours,



Nancy L. Johnson
Member of Congress

NLJ:pk

RECEIVED

OCT 17 1989

V. A. FALCETTA

F33657-97-D-2013

Section J Attachment 1
Page 40LES ASPIN
DISTRICT, WISCONSINHON. CHAIRMAN
ARMED SERVICES COMMITTEEWASHINGTON OFFICE
2126 RAYBURN BUILDING
WASHINGTON, DC 20515
202-225-3031Congress of the United States
House of Representatives
Washington, DC 20515HOME OFFICE:
1801 DOWNSIDE AVENUE
MILWAUKEE, WI 53204
414-822-4444
210 DODGE STREET
JANESVILLE, WI 53545
608-752-8074
KENDRA
414-551-7414

September 25, 1989

RECEIVED
SEP 29 1989
V. A. FALCETTAVince Falcetta
Coordinator, SB/SDBU
Pratt & Whitney Aircraft
400 Main Street
East Hartford, CT 06108
MS 181-16

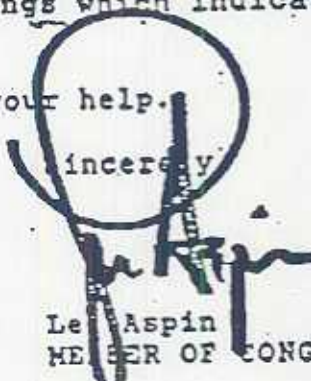
Dear Vince:

Thank you for participating in our Contracting and Subcontracting workshop on September 12th & 13th in Milwaukee. I appreciate the time you took to attend our workshop and meet with Wisconsin firms.

Many of those companies have provided very positive feedback on their meetings which indicates the program has been a success.

Thanks again for your help.

Sincerely,


Les Aspin
MEMBER OF CONGRESS



RECEIVED

SEP 18 1989

T.J. MEYER JR

DEPARTMENT OF THE AIR FORCE

CONTRACT MGT DIV, AF PLANT REPRESENTATIVE OFC (AFSC)

PRATT & WHITNEY

EAST HARTFORD, CT 06108-0969

F33657-97-D-2013
Section J Attachment 1
Page 41

R. T. LEO

SEP 18 1989

ATTN: TH

13 September 1989

SUBJECT: Small Business Program Review

TJL
pt
9/14
6/13

TO Pratt & Whitney
Manufacturing
ATTN: Mr. David E. Bean
Executive Vice President
400 Main Street
East Hartford, CT 06108-0969

1. The AFPRO Subcontract Management Division has completed their annual review of your Small Business Program and have concluded that during the past year your accomplishments have met the intent of the contractual requirements for Small Business.

2. I wish to commend you and your staff on their efforts and urge you to continue to pursue and improve, where possible, your accomplishments in this area.

W. J. SHAW
Acting Principal Administrative
Contracting Officer

1 Atch
AFPRO P&W Manufacturing Small
Business Program Review Summary

cc: AFPRO P&W EH/SM

F33657-97-D-2013
Section J Attachment 1
Page 42

ROBERT C. BYRD, WEST VIRGINIA, CHAIRMAN

JOE MANLYN
JIMCE SOUTH CAROLINA
BOB DODD, LOUISIANA
NORTH R. BURDICK, NORTH DAKOTA
ATWOOD & LEAHY, VERMONT
IN CALLED, TENNESSEE
THOMAS DICKSON, ARIZONA
LE BUNDEL, ARIZONA
JIM R. LAUTNER, NEW JERSEY
JIM BAKER, IOWA
WILLIAM A. MILLER, MARYLAND
MARY BIRD, NEVADA
BROCK ADAMS, WASHINGTON
WYOMER POWELL, JR., GEORGIA
A. ROBERT KENNEY, NEBRASKA

MARK O. MATTHEWS, OREGON
TED STEVENS, ALASKA
JAMES A. MOULDER, IDAHO
JACK GARRETT, UTAH
THOMAS COCHRAN, MISSISSIPPI
ROBERT W. EASTER, JR., WISCONSIN
ALFONSO M. D'AMATO, NEW YORK
WALTER RUDOLPH, NEW HAMPSHIRE
ARLEN SPECTER, PENNSYLVANIA
PETER V. DOMINICK, NEW MEXICO
CHARLES E. GRASSLEY, IOWA
DON WOLFE, OKLAHOMA
PHIL CRAMER, TEXAS

JAMES R. ENGLISH, STAFF DIRECTOR
A. KEITH KENNEDY, MINORITY STAFF DIRECTOR

United States Senate

COMMITTEE ON APPROPRIATIONS
WASHINGTON, DC 20510-6025

September 1, 1989

Mr. Vincenzo Falcetta
United Technologies
400 Main Street
East Hartford, CT 06108

Dear Vinnie:

Thank you for your participation in this year's Federal Procurement Conferences. I am confident that your generous contribution of time as well as expertise led to the great success of each of the conferences. Your willingness to administer the seminar on sub-contracting opportunities was especially appreciated.

I enjoyed seeing you in Alaska and thank you again for your participation.

With best wishes,

Cordially,



TED STEVENS

RECEIVED

SEP 14 1989

V. A. FALCETTA